



City of Seattle
City Purchasing and Contracting Services (CPCS)

Subcontractor Inclusion Plan
Construction – Public Private Partnership

Bidders must complete and submit this form with their bid. Carefully read all instructions.

For questions or assistance contact:

- Miguel Beltran, City Contract Compliance Manager, 206-684-4525 (Miguel.Beltran@seattle.gov)
- Carment Kucinski, 206-684-0188 (carmen.kucinski@seattle.gov)

Bidder Company Name	
Project Number	
Project Title	
Name of person authorized to speak on behalf of the company regarding this Plan	
Email	
Phone	

Aspirational WMBE GOALS. Total available score: 6 points.

Identify the Aspirational WMBE Goals Bidder believes can reasonably be achieved through good faith efforts during this project. It is not mandatory that these goals be achieved; they are not contractually or legally binding. Goals must be developed in good faith and represented as attainable by reasonable efforts.

Estimated percentage of the base bid to Minority Owned contractors and suppliers	%
Estimated percentage of the base bid to Woman Owned contractors and suppliers	%
Total estimated percentage of the base bid to all WMBE contractors and suppliers	%

BUSINESS SUPPORT STRATEGIES. Total available score: 4 points

Each of the two options below is worth 2 points. Bidder may select one, both, or neither. Once selected, it applies to:

1. Registered as a Women or Minority Owned Business in the City Online Business Directory, and/or
2. Small Business Concern as certified by King County, and/or
3. Disadvantaged Business Enterprise of any definition certified by the State of Washington, and/or
4. Women or Minority Owned Business Enterprise as certified by the State of Washington; and/or
5. Small Business Concern certified by the State of Washington.

Business Support Strategy	Accept
Early Retainage Release. The prime (and any sub-tier primes) will release retainage held for the subcontractor, within thirty (30) days of acceptance of the work performed by the qualified subcontractor.	
Advance Mobilization Pay: The Prime (and any sub-tier primes) shall advance 10% of the specified and agreed-upon mobilization costs that were identified by line item within the WMBE firms bid, to each qualified firm at least 5 days in advance of the mobilization event.	

WMBE GUARANTEES. Total available score: 6 points.

A Bidder may offer to guarantee work to WMBE firms for the project, by identifying the WMBE and minimum dollar value of such work in the table below. You may add additional rows.

WMBE Business Name	Minimum Guaranteed Dollar Amount
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL	\$

**City of Seattle: Public Private Partnership
Women and Minority Business
Inclusion Plan Instructions**

Carefully review all instructions. All Bidders must complete this form. The Subcontractor inclusion plan requires the Bidder identify the good faith efforts the Bidder will use to include woman-owned and minority-owned business (WMBE) firms on this project. There are 3 options for evidencing good faith efforts. Each option is worth points which can vary depending on information supplied by the Bidder. There is a maximum of 16 points available. The Bidder must earn at least 10 points. Bidders that earn less than 10 points will be found non-responsive and the Bid will be rejected. This Inclusion Plan becomes a material part of the Bidder's contract if the project is awarded to Bidder.

WMBE firms are state certified or self-identified firms that are at least 51% WMBE owned (per SMC 20.42). A WMBE need not be self-identified within the City Online Directory at bid time, but in such case must self-identify and register by time of award. These resources may assist bidders:

City On-Line Directory: <http://web6.seattle.gov/fas/registration/>

OMWBE Directory: http://www.omwbe.wa.gov/certification/certification_directory.shtml).

1. INSTRUCTIONS

- a. All Bidders (including WMBEs) must complete and submit this form as part of their Bid, unless the Contractor, with Developer's and City's approval, expressly instructs otherwise in the bid package.
- b. There are three commitments Bidders can use to establish an Inclusion Plan – Aspirational WMBE Goals, Business Support Strategies, and WMBE Guarantees:
 1. Aspirational WMBE Goals are goals Bidder believes can be achieved by good faith efforts. This option is worth a maximum of 6 points;
 2. Business Support Strategies are those the Bidder commits to employ for qualified firms. This option is worth a maximum of 4 points;
 3. WMBE Guarantees identify WMBE firms the Bidder guarantees to contract with for this project, with agreement reached about the work and pricing for the WMBE scope, including any terms and conditions important to the WMBE for their performance. This option is worth a maximum of 6 points.
- c. Work performed by a WMBE must be commercially useful and a distinct element of work that includes managing and supervising the work. The Contractor should evaluate the amount of work subcontracted, industry practices, and other relevant factors to determine whether the work is commercially useful.
- d. A Bidder scored less than 10 points will be deemed non-responsive. See Scoring section below.
- e. All dollars cited shall exclude sales tax (including references to the Total Bid Cost and estimates made by Prime when completing this form).

2. SCORING INSTRUCTIONS

- a. The percentage of WMBE utilization on past City projects is used to evaluate the Bidder's Plan.
- b. The Prime Contractor will determine Performance Goals for each bid package based upon what the GC determines to be the predominant nature of the work and subject to City's approval. If the project materially differs from scopes below, the Prime Contractor may calculate a unique measure and submit to the City for approval.
- c. The Performance Goal for this bid package is **See Exhibit PS-20.2 for Each Package's Goal %.**
- d. The project type and percentage of Performance Goal will be stated in the advertisement for bids and bid documents
- e. In addition to the Past Performance, scoring also recognizes an intent to exceed past performance by at least 2 percentage points above past performance.
- f. If past utilization for a project type was zero, an Aspirational Goal above two percent will receive 6 points. Bidder must still identify Business Support Strategies and Guarantees it is willing to employ and will be scored accordingly.
- g. Points awarded for WMBE Guarantees will be calculated based upon total available work for subcontract given past performance. This section can be awarded as many as 6 points.
- h. When calculations are used to evaluate the points, the City will calculate points to the nearest tenth decimal place. The City will round up to the nearest tenth.

3. ASPIRATIONAL WMBE GOAL INSTRUCTIONS

- a. Aspirational WMBE Goals represent a serious commitment to use good faith efforts to reach the stated goals.
- b. The Contractor will rely upon the Total WMBE Goal to determine responsiveness. The Contractor will correct the Total WMBE Goal if that provided by the Bidder does not match the MBE and WBE goals.
- c. Aspirational WMBE Goals are a percentage of the Base Bid and during the course of the project will apply to the total contract amount including all contract change orders (additives, alternates and deductives). Bidder may seek a goal adjustment if such changes may merit a greater or lesser goal; the Contractor will consider such requests, approve if appropriate, and modify the Plan accordingly with concurrence from the Developer and the City.
- d. A WMBE Bidder may include in their goals and guarantees that percentage of contract base bid for work which the WMBE intends to self-perform that is in excess of the mandatory 30% they are otherwise required to perform as required by the City Specifications Section 1-08.1(3).
- e. Bidder will receive between 0 and 6 points for its Aspirational WMBE Goals, with proportional points based on a straight line formula to Past Performance (plus 2%) identified for the project as advertised in the bid solicitation. Bidder receives 3 points if the Total Aspirational Goal is half of Past Performance + 2%. Six points are awarded if the Bidder meets or exceeds Past Performance by 2 or more percentage points. For example, a project with Past Performance of 14%, would receive 3 points if the Total Aspirational Goal was 8% or 6 points if the Total Aspirational Goal was 16%.

$$P_A = 6A / (P + 2)$$

Where P_A = Points awarded for Bidder's Aspiration Goal
 A = Bidder's Aspiration Goal (%)
 P = Applicable Past Performance Trend (%)

4. BUSINESS SUPPORT STRATEGIES INSTRUCTIONS

The Bidder may elect to provide the business support identified on Page 2 for qualified firms. The City will provide two points for each choice selected. There are two options, allowing a total of 4 points if both options are chosen:

- 1. Early Retainage Release. The prime and any sub-tier primes will release retainage held for the subcontractor, within thirty (30) days of acceptance of the work performed by the qualified subcontractor.
- 2. For mobilization, the Prime and any sub-tier primes will pay all qualified firms five days in advance of the on-site performance, except if a unique situation prohibits such as an emergency or event requiring an immediate mobilization response. In those events, the Prime (including any sub-tier primes) shall deliver the payment no later than 5 days after job mobilization begins.

5. WMBE GUARANTEE INSTRUCTIONS

- a. This guarantees the Developer, City and WMBE that they shall be used for at least the amount given, following the remaining rules below. A WMBE Guarantee expects the Bidder achieved agreement about scope, terms and cost of the work for the WMBE at bid time. The burden is upon the Bidder to resolve any differences, once the guarantee is given.
- b. The Bidder should clearly document in writing, agreements made with the WMBE firm upon which the guarantee was predicated, such as unit price or lump sum pricing as applicable, scope, terms or conditions, and subcontractor concurrence. This protects both parties when completing and executing the resultant subcontract before work begins.
- c. The Contractor or the City may contact the WMBE firm after Bid opening to verify the firm has agreement to perform work as described in the plan. Failure to have agreement may result in rejection of the Inclusion Plan, rendering the Bid non-responsive.
- d. A bidder will receive between 0 and 6 points for WMBE Guarantees, receiving a proportional number of points based on a straight line formula to Past Performance. A bidder will receive 3 points if the dollar-value of the Guarantees equals half of the Past Performance percentage. Six points are awarded if the Bidder commitments meet or exceed Past Performance.

$$P_G = 6G / P$$

Where P_G = Points awarded for Bidder's Guaranteed Goal
 G = Bidder's Guaranteed WMBE Goal (%)
 P = Applicable Past Performance Trend (%)

- e. A WMBE bidder may only include self-performed work above 30%. This is based on the self-performance minimum required by the City Specifications Section 1-08.1(3).
- f. Substitution of a Guaranteed WMBE firm is prohibited absent a waiver granted by the CPCS as a result of:
 - 1. Bankruptcy of the WMBE firm;
 - 2. Failure of the WMBE firm to provide the required bond;
 - 3. The WMBE firm cannot perform the work because they are debarred, not properly licensed, does not meet the subcontractor approval criteria, or in some other way is ineligible to work;
 - 4. Failure of the Subcontractor to comply with a requirement of law applicable to subcontracting;
 - 5. Death or disability of the principal of the WMBE firm rendering it unable to perform the work;
 - 6. Dissolution of the WMBE firm;
 - 7. Failure of the WMBE firm to perform satisfactorily in previous projects not known to Bidder at the time of bid;
 - 8. Failure or refusal of the WMBE to perform work for reasons other than contract term or pricing disputes;
 - 9. A change in scope of the contract, approved by the Developer, which removes the guaranteed work from the project.
 - 10. WMBE Subcontractor does not execute an offered contract that reflects the terms and pricing that was agreed upon as a condition of the Guarantee. The Prime must evidence that the WMBE Subcontractor failed to execute a contract offered by the Prime which reflected such agreements, after the Subcontractor was given adequate time to execute the offered subcontract.

6. INCORPORATION OF PLAN INTO CONTRACT AND REPORTING REQUIREMENTS

- a. Contractor may discuss the Plan with the Apparent Successful Bidder before incorporating into the contract and may amend the Plan by mutual consent.
- b. Contractor and Developer reserve the right to require a completed WMBE Inclusion Plan Supplement as a condition for contract execution if no WMBE guarantees are provided in order to demonstrate results of good faith efforts.
- c. The selected Bidder must provide reports and documents as required by Contractor within 15 days.
- d. CPCS will evaluate Subcontractor's WMBE utilization throughout the project.
- e. Subcontractor may not substitute a WMBE firm identified in the guaranteed portion of the plan unless the substitution is approved by the Contractor and CPCS. Such a substitution will not be considered unless Subcontractor can demonstrate clear necessity for such substitution. A Contractor granted permission to substitute for a guaranteed WMBE firm shall use good faith efforts to recruit another WMBE firm to perform the Work.
- f. If the Prime Contractor determines the Contractor is not making good faith efforts, it may take action as allowed by their contract.
- g. The City will evaluate the WMBE utilization at close-out and may assign a Deficiency rating for failure to demonstrate good faith efforts. Deficient ratings are used by the City to determine Bidder responsibility on future work and debarment. To avoid a deficiency rating, the Contractor must demonstrate:
 - 1. A good faith effort to achieve Aspirational goals. Attainment under 80% of the goal will likely be considered deficient;
 - 2. Timely submittal of required and requested materials and reports to CPCS;
 - 3. Having advance agreements with each WMBE Guarantee, such that the WMBE understands and agrees that the WMBE Guarantee represents mutual agreement at time of the bid submittal;
 - 4. Using all "WMBE Guarantees" named in the Inclusion Plan, unless Prime received written authorization from Developer and CPCS for substitution;
 - 5. WMBE relationships are harmonious, clearly communicated and free of undue dispute; and
 - 6. WMBE work was commercially useful as defined above.

EXHIBIT PS 20.2

Bid Package Inclusion Goals - Reference Exhibit O

BP Reference	Description of Bid Package	CPCS Recommendation
BP #02.21	Surveying	30%
BP #02.41	Demolition	20%
BP #03.00	Architectural & Structural Precast (Supply)	0%
BP #04.20	Masonry	25%
BP #05.00	Misc. Metals	10%
BP #05.70	Ornamental Metals	20%
BP #06.40	Architectural Woodwork / Wood Lockers / Countertops	15%
BP #07.10	Waterproofing	30%
BP #07.41	Metal Roof and Wall Panels	10%
BP #07.42	Roofing	25%
BP #07.81	Fireproofing & Intumescent Paint	20%
BP #08.00	Curtainwall Removal & Storage	0%
BP #08.10	Doors, Frames & Hardware	20%
BP #08.33	Overhead Doors	0%
BP #08.40	Interior Glass & Glazing	10%
BP #08.44	Curtain Wall / Exterior Glass & Glazing	10%
BP #09.00	Fabric Wall Panels	10%
BP #09.20	Drywall & Framing /Insulation / FRP - Zones A, D, E - East	15%
BP #09.21	Drywall & Framing /Insulation / FRP - Zones B, C, F - West	15%
BP #09.30	Ceramic Tile	20%
BP #09.50	Suspended Ceiling Systems	5%
BP #09.60	Carpet / Resilient Flooring	20%
BP #09.67	Resinous Flooring	20%
BP #09.80	Acoustical Treatment	5%
BP #09.90	Painting	25%
BP #10.00	Bird Control	25%
BP #10.00	Metal Lockers / Mobile Storage Shelving	20%
BP #10.00	Fire Extingisher Cabinets / Wall and Door Protection / Entrance Mats	20%
BP #10.00	Folding Panel Partitions	10%
BP #10.14	Wayfinding Signage	25%
BP #10.21	Toilet Partitions & Accessories	25%
BP #11.00	Facility Fall Protection	
BP #11.12	Parking Control	0%
BP #11.13	Loading Dock Equipment	0%
BP #11.40	Food Service Equipment / Residential Equipment / Ice Machines	10%
BP #12.00	Theatrical Curtains	
BP #12.00	Telescoping Stands / Portable Platforms	

BP #12.20	Window Treatments	30%
BP #12.60	Arena Seats	10%
BP #13.18	Ice Floor	0%
BP #14.20	Conveying Systems	0%
BP #21.00	Fire Protection	15%
BP #26.01	Electrical EW - Cut, Temp Power, Lighting	15%
BP #31.10	Earthwork	20%
BP #31.11	Tunnel	15%
BP #31.40	Shoring & Underpinning	10%
BP #32.00	Arborist	30%
BP #32.00	Site Furnishings	10%
BP #32.90	Landscaping & Irrigation	35%

EXHIBIT “PS.1”

Attachment to Subcontract – BP #XX.XX by Skanska-Hunt, JV for Work at Seattle Center Arena (XXXXXXX-XXX) located at 334 First Avenue North, Seattle, WA - 98109.

Community Workforce Agreement (CWA)

COMMUNITY WORKFORCE AGREEMENT (ARENA AT SEATTLE CENTER)

by and among

OAK VIEW GROUP, LLC,
a Delaware limited liability company,

SEATTLE KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL,

and

NORTHWEST NATIONAL CONSTRUCTION ALLIANCE II

Dated September 21, 2018

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COMMUNITY WORKFORCE AGREEMENT (ARENA AT SEATTLE CENTER)

This COMMUNITY WORKFORCE AGREEMENT (ARENA AT SEATTLE CENTER) (“CWA” or “Agreement”) is entered into as of September 21, 2018 (the “Effective Date”), by and among OAK VIEW GROUP, LLC, a Delaware limited liability company (hereafter referred to as “OVG”), on the one hand, and SEATTLE KING COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL and NORTHWEST NATIONAL CONSTRUCTION ALLIANCE II, on the other hand, acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers (hereafter referred to collectively as “Unions”) executed this Agreement. OVG and the Unions are the signatory parties to this Agreement (the “Parties”).

All construction contractors and subcontractors of whatever tier engaged in construction work for the Arena Project (defined below) that is the subject of this Agreement shall sign a letter of assent (see Attachment A) and are bound by this Agreement as a condition of performing work on the Arena Project. Such contractors shall be hereafter referred to as “Contractors.” When the Agreement refers to only the prime contractor, the term “Prime Contractor” will be used alone, which includes primes that serve as a GC/CM, a design-builder, a general, or a prime.

This CWA meets the intent and obligations set forth in that certain Memorandum of Understanding (Arena at Seattle Center) (“MOU”) by and between OVG and the City of Seattle (“City”), dated December 6, 2017, which requires OVG to enter into an agreement based on the City’s April 8, 2015 CWA and consistent with the terms required in City construction contracts under Seattle Municipal Code (“SMC”) Chapter 20.37, which directs a priority hire program and an agreement executed between the Director and Labor Unions that represent workers who typically perform on City public works projects. In the MOU, OVG committed to enter into an agreement with the same terms as included in the City CWA and in its Priority Hire program under SMC Chapter 20.37.

This CWA covers OVG’s project to renovate the arena at Seattle Center (“Arena Project”), which is estimated to cost approximately \$600 million dollars. Although the Arena Project is a privately developed and financed project, it will be constructed on City of Seattle property under a lease agreement and a development agreement between the City and OVG. Pursuant to the MOU, OVG agrees that the Director, or the Director’s designee, of City Purchasing and Contracting Services for the Department of Finance and Administrative Services (hereinafter referred to as “Director”) will be the third-party administrator of this CWA, as more particularly set forth in the Development Agreement.

PURPOSE

The parties to this CWA, and Contractors who assent to work under this CWA, acknowledge that social equity, workforce diversity, development of local workers for

construction careers, as well as the timely completion of projects without delay, with skilled workers and agreed-upon procedures, is of benefit to the City. The Arena Project is important to the residents of Seattle and protects critical City property. This CWA enhances cooperative efforts towards those principles. This CWA is intended to establish a spirit of harmony, peace, and stability between labor and management, to support timely construction of the Arena Project.

Timely construction of the Arena Project requires substantial numbers of workers from construction and supporting crafts possessing skills and qualifications vital to its completion. This CWA supports training and dispatch of local craft workers to construct the Arena Project.

This CWA seeks to stabilize wages, hours, and working conditions for craft workers, to ensure workers on the Arena Project have the same working conditions, and encourages close cooperation between OVG, Unions, and Contractors, for a satisfactory, continuous, and harmonious relationship between all involved on the Arena Project.

The Parties, and Contractors who assent to this CWA, agree to abide by the terms and conditions in this CWA. This CWA establishes effective and binding methods for settlement of misunderstandings, disputes, or grievances that may arise related to labor relations on the Arena Project. Such issues will follow the appropriate procedures described by this CWA in ARTICLE VIII (Disputes and Grievances) and ARTICLE IX (Jurisdictional Disputes). Unions agree to not engage in any strike, slow-down, or interruption or other disruption or interference with the work covered by this CWA. Contractors agree to not engage in any lockout.

This CWA supports SMC Chapter 20.42, to promote and ensure access for women and people of color to meaningful work on City projects. This CWA also supports all Contractor efforts and obligations to utilize women- and minority-owned firms, as established under Arena Project contracts between OVG and the Contractor. Nothing in this CWA shall minimize or relieve the Contractor from such contractual obligations.

This CWA supports development of a skilled construction workforce. This CWA supports hire of pre-apprentice graduates and apprentices in Washington State Apprenticeship and Training Council (“WSATC”) registered training programs, particularly women, people of color, and other individuals facing significant employment barriers. Prime Contractor will ensure apprentices perform the rate of utilization that is directed in the contract for the Arena Project. Such required utilization shall never be less than 15% and will not exceed 20% of all craft project labor hours. The Prime Contractor shall also ensure that it attains the required placement for pre-apprenticeship program graduates (from qualified Apprenticeship and Pre-Apprentice programs as defined within this CWA).

The local region has economically distressed areas with high unemployment and low incomes, as defined in SMC Chapter 20.37. This CWA instructs dispatch of workers

from such economically distressed ZIP codes (see Attachment B) in a manner that will achieve the requirements established by the City within each project contract, for the share of hours that will be performed by workers from such distressed areas.

This CWA seeks to support dispatch of workers to achieve the aspirational goals for hiring of women and people of color, as established by the contract for the Arena Project.

ARTICLE I SCOPE OF AGREEMENT

Section 1. This CWA applies and is limited to the Arena Project and covers work performed by Contractors of every tier, also called project work, including site preparation and dedicated off site work.

Contractors of every tier who perform project work must agree to accept and be bound by all CWA terms and conditions, and sign a Letter of Assent (Attachment A) before commencing work. The Prime Contractor shall assure all sub-tier contractors who perform project work will comply with this CWA.

If the CWA is silent on any issue, the local Collective Bargaining Agreement(s) that are currently in force at the time such issue emerges shall prevail; where there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the following Articles in this CWA, which shall apply to all work on the Arena Project: ARTICLE VII (Work Stoppages and Lockouts), ARTICLE VIII (Disputes and Grievances), and ARTICLE IX (Jurisdictional Disputes).

This is a self-contained, stand-alone Agreement in that Contractors are not obligated to sign any other local, area, or national agreement.

This Agreement contains attachments which may be updated from time to time. Updates to Attachment A (Letter of Assent) and Attachment C (Pre-Job Package and Pre-Job Waiver Forms) shall be reviewed and mutually agreed upon by the Joint Administrative Committee and the City.

Section 2. Nothing herein shall prohibit, restrict or interfere with any operation, work, or function that may occur at Arena Project site or associated with the Arena Project.

Section 3. This CWA is binding on the signatory parties hereto and Contractors who sign a letter of assent; it does not apply to their parents, affiliates, or subsidiaries.

Section 4. OVG has the absolute right to award responsive and responsible bidders and proposers for project contracts without reference to the existence of any agreements between such bidder/proposer and any party to this Agreement; provided that such bidder/proposer is willing, ready, and able to sign a letter of assent to comply with this Agreement, should the bidder/proposer be designated the successful bidder.

Section 5. All contracts for the construction of the Arena Project shall require the payment of wages at the prevailing rates established by the Washington State Department of Labor and Industries per the Washington State Prevailing Wage Statute (RCW Chapter 39.12) for the specific categories of work performed (“Prevailing Rates”), and any work in these categories will be subject to the CWA. All contracts shall further require that Contractors recognize all increases to wages and fringe benefits on the effective date(s) in the individual craft local collective bargaining agreement.

Section 6. This CWA does not apply to City or OVG workers, and nothing herein shall prohibit or restrict OVG workers from performing project work. Once work or portions of work on the Arena Project is completed and accepted by OVG, the Agreement will have no further force or effect on such work, except when the Contractors are directed by the Prime Contractor or OVG to engage in repairs, modifications, check-out, and written warranty by the manufacturer.

Section 7. The liability of any Contractor and the liability of the separate unions under this Agreement shall be several and not joint. The Unions agree this Agreement does not have the effect of creating any joint employer status between or among OVG and any Contractor.

Section 8. In the event that OVG sells or otherwise transfers or assigns its interest in the Arena Project to another entity (a “Successor”), OVG shall require as part of that sale and/or transfer that the Successor expressly agree in writing to assume all rights, benefits, duties and obligations under this Agreement. OVG shall notify Unions in writing at least thirty (30) days in advance of any such sale and/or transfer and shall provide proof to the Unions of compliance with the requirements under this Section. Upon compliance with the provisions in this Section, OVG shall be relieved of all of its obligations under and pursuant to this Agreement which occur or accrue following the effective date of the assignment to Assignee.

ARTICLE II PROJECT CONDITIONS

Section 1. Workers shall be at their place of work at the designated starting time and shall remain during working hours until their designated quitting time. As practicable given OVG contract requirements for the Arena Project, parking will be available to workers within a three (3) block radius of the Arena Project, at a location designated by the Prime Contractor. If Prime Contractor determines dedicated parking is not possible, then the Prime Contractor will provide transportation to and from a designated parking location that the Prime Contractor provides, and the Arena Project worksite; in such

situations, workers shall leave their place of work 15 minutes before end of shift for travel. Transportation to such a designated parking location shall be available to the workers throughout each scheduled work day. In lieu of compensated time for travel to designated parking, the Prime Contractor may elect to pay each worker for their parking costs, at an amount negotiated between the Seattle Building and Construction Trades Council and the Prime Contractor.

Section 2. In accordance with the requirements of the Occupational Safety and Health Act as amended; the provisions of the Washington Industrial Safety and Health Act (WISHA), as amended; the requirements of Title 296 WAC, Department of Labor and Industries, this CWA, as well as the Arena Project construction contract, it shall be the exclusive responsibility of the Contractor to ensure the safety and health of its workers and worker compliance with any and all such safety rules mentioned above and as otherwise established by the Contractor or OVG through any additional instruction. Contractors will provide a copy of the Contractor's safety rules at the pre-job conference. The Contractor is responsible for providing and maintaining personal protective equipment (PPE) per WAC 296, and the expectation for appropriate replacements schedules of such PPE may also be subject to pre-job discussion by the Union with the Contractor. Safety rules shall be posted at the job site and shall be uniformly enforced.

Section 3. Should a Contractor seek to change any safety rule during the course of a project, such proposed changes shall be discussed at Joint Administrative Committee meetings prior to implementation.

ARTICLE III WAGE RATES AND FRINGE BENEFITS

Section 1. Contractors of every tier shall adhere to the Prevailing Rates for all craft workers, in effect at the time their respective contracts are executed. Contractors of every tier will further recognize all increases to wages and fringe benefits on the effective date(s) in the individual craft local collective bargaining agreement. The third-party administrator will use WA State Labor and Industries job classification determinations for monitoring and compliance efforts throughout the life of the project. Jurisdictional disputes regarding these job classification determinations will be handled according to Article IX Jurisdictional Issues. Such wage increases shall be made effective the first full payroll period following the effective date. Wages shall be paid weekly on an established payday before quitting time. Workers who quit shall be paid on the next regular pay day by mail to their last known address unless such workers give adequate notice to do otherwise. Any worker who is discharged or laid off shall be entitled to receive all accrued wages immediately upon the effective date of discharge or layoff. Notification of layoff shall be at the Contractor's discretion, but shall not be given later than the end of the work shift on the date the layoff is to be effective. A penalty for a delinquent paycheck shall be paid, in addition to all wages due to the worker, according to the applicable craft's CBA.

Section 2. The workweek for payroll purposes will begin with the first day shift on Monday morning and end on the following Monday morning (the workweek for any particular project may be modified by mutual consent). The Contractor will have the following options of making payment at the election of the employee in writing at the time of hire or with ten (10) business days' notice of a change: 1) negotiable check by a local bank, paid prior to quitting time at the job site; 2) direct deposit, into worker's bank account; or 3) by mail. If paid by mail, the check shall be postmarked no later than two (2) business days prior to the established payday.

Section 3. The Contractor will furnish appropriate trust documents and signed letters of assent, to the Union that is covering the funds into which contributions shall be made. The Contractor will contribute to, and hereby becomes party to and is bound by bona fide pension, vacation, health and welfare, apprenticeship and training funds covering workers under this Agreement.

Section 4. If contribution payments for hours worked each month as defined above are not received by the Health and Welfare Fund office or Pension Fund office within the date prescribed by the appropriate trust funds, the Fund will make every effort to resolve the delinquency with the Contractor and will notify the Contractor, Prime Contractor (if different), and OVG of such delinquency with all documentary evidence of the delinquency endorsed by the Fund.

ARTICLE IV HOURS OF WORK, OVERTIME AND SHIFTS

Section 1. Hours of Work (Section 2 below) and Shifts (Section 4 below) may be pre-empted by the Arena Project contract and/or OVG through instruction to the Contractor, based on unforeseen project needs, provided adequate notice is given to the Unions.

Section 2. Hours of Work: The standard workday shall consist of eight (8) hours of work scheduled between 7 a.m. and 7 p.m., with one-half hour designated as an unpaid period for lunch. The starting time may be different (staggered) on a crew basis. The standard workweek shall be five (5) days of work, Monday through Friday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

Section 3. Overtime: All hours worked in excess of eight (8) hours per day, or forty (40) hours per week of straight time, or outside of regular shift, Monday through Friday and Saturday, shall be paid in accordance with the Prevailing Rate. There shall be no pyramiding of overtime pay. Holidays include:

1. New Year's Day (January 1)
2. Dr. Martin Luther King, Jr. Birthday (Third Monday of January)
3. Presidents Day (Third Monday of February)
4. Memorial Day (Last Monday of May)
5. Fourth of July

6. Labor Day (First Monday of September)
7. Veteran's Day (Eleventh Day of November)
8. Thanksgiving (Fourth Thursday of November)
9. Post-Thanksgiving Friday (Friday immediately following Thanksgiving Day)
10. Christmas (December 25)

Section 4. Shifts: All shift work shall refer to the applicable local collective bargaining agreement.

Section 5. Meal Period: Workers shall not be required to work more than five hours from the start of the shift without at least one-half hour unpaid uninterrupted break for lunch. This lunch period shall not begin earlier than three and one-half hours after the start of the shift. In the event that the Contractor establishes a ten-hour shift, the meal periods shall be at mid-shift. The worker meal periods may be staggered on an individual basis.

- (a) If a craft worker is required to work more than five hours before breaking for lunch, they shall be paid one-half hour at the applicable overtime rate and shall eat their lunch on company time.
- (b) An additional hour of overtime pay shall be provided in lieu of lunch.
- (c) Craft workers required to work more than two hours after the end of an eight hour shift and one hour after an ten hour shift shall be furnished a meal and paid one-half hour at the applicable wage rate and every five hours thereafter a craft worker shall be given time for a meal. Mealtime shall be paid at the applicable overtime rate and adequate lunch shall be provided by the Contractor at the job site.
- (d) An additional hour of overtime pay shall be provided in lieu of a second lunch.

Pursuant to Article 1, Section 1 above, provisions contained in the local Collective Bargaining Agreements regarding Rest Periods shall apply and are hereby incorporated into this Agreement.

Section 6. Rest Facilities: Adequate sanitary and restroom facilities will be provided for the convenience of the worker at the work location to allow workers to wash-up before and after their meal. The Contractor shall furnish warm, dry, lighted rooms of ample size equipped with heat for drying clothes and with benches and tables for use during meal periods. These are to be situated close to the site of the work and shall not be used for storage of materials or equipment.

Section 7. Reporting to Work Pay: Any worker who reports for work (except when given notification not to report to work 2 hours prior to shift), and for whom no work is provided, shall receive two (2) hours pay. Any worker who reports for work and for whom work is provided, shall be paid for actual time worked but not less than four (4) hours. If the job is shut down because of adverse conditions that prevent work and are beyond the control of the Contractor, workers shall be paid for actual time worked but not less than two (2) hours. Procedures for the Contractor to use to cancel work shall be agreed upon at the pre-job conference.

ARTICLE V UNION RECOGNITION

Section 1. The Contractor(s) recognize the signatory Unions as the sole and exclusive bargaining representatives for all craft workers within their respective jurisdictions, who are working on the Arena Project within the scope of this CWA.

Section 2. All workers covered by this CWA who are members of a Union signatory to this CWA and working for a Contractor signatory to a collective bargaining agreement other than this CWA, shall remain members in said Union during the Arena Project.

Section 3. No worker shall be required to become a member of a Union to be eligible for employment under this CWA. No Contractor shall be required to become affiliated with the Union to be eligible for work under this CWA. All workers not currently a member of the appropriate Union signatory to this CWA shall, however, be required to pay a representational fee for the period during which they are performing covered work.

Section 4. The Contractor shall honor Union dues and initiation fees check-off pursuant to receipt of properly authorized dues deduction cards signed by its worker, along with other lawful authorizations from employees providing for deductions from wages. The Union will notify the Contractor and OVG and the City in a timely manner if a Contractor is delinquent in remitting representation fees authorized by the worker.

Section 5. Union representatives shall have reasonable access to the Arena Project site, provided they do not interfere with the work of the workers and if such representatives fully comply with the visitor, safety and security rules established for the Arena Project as established at the pre-job conference. Each signatory Union shall advise the Prime Contractor of its representatives who are authorized to visit the Arena Project site.

Section 6. The Business Representative(s) for each of the local Unions signatory hereto shall have the right to designate for each shift worked with each Contractor one (1) working journey-level worker as Steward for all related craft personnel, who shall be recognized as a Union representative. Such designated Stewards shall be qualified workers assigned to a crew and shall perform the work of their craft. Under no circumstances shall there be a non-working Steward on the job.

Section 7. The working Steward shall be paid at the applicable wage rate for the job classifications in which they are employed.

Section 8. Steward(s) for each craft of the Unions employed on the Arena Project shall be permitted on the Arena Project site at all times. They shall not be subjected to discrimination or discharge for performing proper union business. The Unions agree that such business shall not unreasonably interfere with the Steward's work for the Contractor.

Section 9. The employee selected as Steward shall remain on the job if there is work

within their craft for which they are qualified, willing and able to perform. The Contractor shall be notified in writing of the selection of each Steward. The Contractor shall give the Unions twenty-four (24) hours prior written notice before laying off a Steward.

Section 10. The Steward may not cause or encourage a work stoppage and, if found guilty of instigating such action, will be subject to disciplinary action by the Contractor, including discharge.

Section 11. The Steward's duties shall not include hiring and termination.

Section 12. The Stewards shall be given the option of working all reasonable overtime within their craft and shift provided they are qualified to perform the task assigned.

ARTICLE VI MANAGEMENT'S RIGHTS

Section 1. Contractors retain full and exclusive authority for management of their operations. Except as limited by this CWA, Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off, or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of workers. Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices except when in conflict with provisions in the Arena Project contract. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of workers assigned to any crew or to any service.

Section 2. The City will provide project oversight and administration as a third party administrator of this CWA. Copies of redacted certified payroll and daily worker sign in sheets will be made available upon request, redacted and subject to the limitations of law.

Section 3. The parties agree to participate in a Joint Administrative Committee ("JAC") to address safety, targeted hiring, apprenticeship utilization, preferred entry, job progress, and any other relevant issues that affect the Arena Project. The parties agree to address issues as they arise and resolve them in a timely manner. The City shall chair the JAC. Only signatory parties to this Agreement shall have voting rights when the JAC makes a decision by vote. The Unions, collectively, and OVG shall each have one vote. When in disagreement, the Union and OVG may, by mutual agreement, appoint an impartial third party to break the tie with a third vote.

The JAC shall allow interested contractors and community members to attend meetings, and receive copies of materials and information that are distributed by the parties. OVG shall use LCP tracker labor compliance software and prepare copies of reports and materials, and distribute to the JAC membership and any interested audience or stakeholders upon their request.

Section 4. Upon referral or dispatch from a Union, refusal by a Prime Contractor or Contractor to employ the dispatched worker (also known as a “turnaround”), requires a written explanation from the Contractor that shall be copied to the Prime Contractor (if different), OVG, the City, and affected Union, within two (2) business days. Prime Contractor shall make such turnaround explanations available in a timely way to other interested stakeholders, redacted as appropriate and subject to limitations of law.

Section 5. If the signatory Unions are unable to fill a request for employees within 2 business days, Contractors shall make any other reasonable efforts to comply with priority hire requirements and goals as practicable given the needs of the work to be performed.

Section 6. Each Contractor shall use the Craft Request Form when requesting a new employee for dispatch on the Arena Project and shall copy the City on all Craft Request Forms submitted to the Unions. The Unions and Contractors agree to maintain copies of all Craft Request Forms used on the Arena Project. OVG and the City may review and inspect any Craft Request Forms, upon request.

ARTICLE VII WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this CWA, there shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason by the Union, any applicable local Union or by any worker, and there shall be no lockout by the Contractor. Failure of any Union, local Union or worker to cross any picket line established at the Arena Project site violates this Article VII.

Section 2. The Union and every applicable local Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor’s project site and shall undertake all reasonable means to prevent or to terminate any such activity. No worker shall engage in activities that violate this Article VII. Any worker who participates in or encourages any activities that interferes with normal operations on the Arena Project shall be subject to disciplinary action, including discharge, and if justifiably discharged shall not be eligible for rehire on the Arena Project for a period of not less than ninety (90) days.

Section 3. Neither the Union nor any applicable Local Union shall be liable for acts of workers for whom it has no responsibility. The International Union General President or Presidents will immediately instruct order and use the best efforts of his or her office to cause the Local Union or Unions to cease any violations of this Article VII. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his or her office to cause the workers the Local Union represents to cease any violations of this Article VII. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE VIII DISPUTES AND GRIEVANCES

Section 1. This CWA promotes close cooperation between management and labor. Each Union will assign a representative to ensure the Arena Project is completed economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and workers, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of project work and agree to resolve disputes under the grievance arbitration provisions herein.

Section 3. Any dispute on the Arena Project that is specific to labor relationships (other than jurisdictional disputes) shall be considered a grievance and subject to resolution under the following. The Prime Contractor, the City, and OVG shall be given copies of all notices and invited to participate in any meetings or proceedings. Failure of the grieving party to adhere to the time limits established renders the grievance null and void. The time limits established may be extended by written mutual consent of the parties at the step where the extension is agreed.

Step 1. If a worker, Contractor, or Union subject to this CWA feels aggrieved by a labor issue, the worker may give notice to their Union representative. Within ten (10) business days after becoming aware of the grievance, the Union representative (which may be the business agent or the Steward) shall give verbal or written notice to the Contractor's worksite representative. The notice shall describe the violation(s) and provision(s) violated. Either party may elect to request the assistance of the City at this stage.

The Union representative and Contractor's work-site representative shall meet or discuss the dispute within 3 business days after such notice. Each party may keep meeting minutes and send a copy to the other. If the discussion does not resolve the issue, either party may escalate the grievance to Step 2.

Step 2. To escalate the grievance into Step 2, the Union may, within two (2) business days after the discussion, send a written notice to the Contractor setting forth the alleged violation(s), providing a description, the date on which the violation(s) provoking the grievance occurred, and the provisions of the CWA that

are alleged to have been violated. The Union will send a copy to the Prime Contractor and the City. The City will be responsible for notifying OVG.

The local Business Manager and/or their designee and the Prime Contractor and sub-tier Contractor (if any), shall meet within seven (7) business days after the written notice was delivered to the Contractor, to arrive at a satisfactory agreement. OVG shall be notified of the date and time of the meeting and may attend at its option. The City shall be notified of the date and time of the meeting and, if available,

will attend as an observer. Prime Contractor will take meeting minutes and share with the sub-tier Contractor (if applicable) and the Union as soon as practicable after the meeting, which is intended to be within two (2) business days.

Step 3. (a) If the grievance has not been resolved within five (5) business days under Step 2, either party may request that the grievance be submitted to an arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they cannot do so, they shall request the Federal Mediation & Conciliation Service to provide them with a list of arbitrators from which the Arbitrator shall be selected. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) The Arbitrator shall have the authority to decide only issues presented to him or her, and he or she shall not have authority to change, amend, add to, or detract from this Agreement.

ARTICLE IX JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; such work assignments will be under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on the Arena Project, between or among Building and Construction Trades Unions and Contractors of any tier, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. OVG will require contractors to provide pre-job paperwork to the City three weeks in advance of their start of work. The City will conduct a pre-job conference that will include each Contractor and the Unions to be held at the Building and Construction Trades Council a minimum of two (2) weeks prior to commencing work, but not more than 90 days prior to commencing work. The Prime Contractor and OVG will be advised in advance of all such conferences and may participate if they wish.

After attending a pre-job conference once, Contractors may submit a waiver request to the City, waiving the requirement to attend future pre-job meetings when they are performing the same scope of work (see Pre-Job Package and Pre-Job Waiver forms in

Attachment C). The City and Unions will mutually agree upon granting any such waivers.

Should an emergency make it impracticable for a Contractor to attend a pre-job two weeks prior to placement, the Contractor may give less than two (2) weeks' notice and request a pre-job meeting by contacting the City.

ARTICLE X SUBCONTRACTING

Section 1. Every Contractor of any tier agrees that they will not subcontract any Arena Project work except to a person, firm, or corporation who has signed a letter of assent. Any Contractor working on the Arena Project shall, as a condition to working on said Project, perform all work **exclusively** under this Agreement.

Section 2. If a Union that traditionally represents construction workers in the geographic area of the Arena Project chooses not to become signatory to this Agreement, the Contractor and signatory Unions shall utilize one or both of the following options to ensure that work may be claimed by the non-signatory Union ("claimed work") so the work is completed without disrupting the Arena Project:

(a) The signatory Unions will provide the Prime Contractor and all other Contractors who assent to this Agreement with the appropriate workforce to perform the claimed work.

(b) The Prime Contractor may utilize any Contractor to perform claimed work except that if such Contractor is party to an agreement with the non-signatory Union, such Union must agree in writing to abide by ARTICLE VII (Work Stoppages and Lockouts) and ARTICLE IX (Jurisdictional Disputes) for the Contractor to be awarded work under this Agreement. Such Contractor may utilize its existing workforce and wage and benefit package. Such Contractors shall be required to agree in writing to be bound to and abide by this Article, ARTICLE VII (Work Stoppages and Lockouts), and ARTICLE IX (Jurisdictional Disputes). No other provision shall apply to such Contractors unless required by the Prime Contractor.

Section 3. The Prime Contractor, OVG, the City, and the Unions commit to provide outreach, and train, mentor, and support woman and minority contractors on the Arena Project. OVG, the City, Prime Contractor, and Unions also will provide training and assistance about working under the CWA to any interested contractor and those contractors who may wish to bid on such work.

Section 4. Any Contractor conducting a bid process for work to be performed for the Arena Project shall notify all bidders of the requirement to comply with the terms and conditions of this CWA.

Section 5. If a Contractor of any tier subcontracts any work covered by this Agreement, such subcontractors of all tiers, shall sign letter of assent to this CWA, prior to beginning

work on the Arena Project.

ARTICLE XI CORE WORKERS

Section 1. A non-signatory contractor may bring as many as three (3) core workers and up to two (2) qualifying apprentices onto the Arena Project for each contract accordingly, provided that the ratio of apprentices to journey level workers is in compliance with the applicable apprenticeship program standards. Core Workers are those that have worked on the Contractor's payroll a minimum of one thousand five hundred (1,500) hours within the craft classification over the last two (2) year period from the date of dispatch to the Arena Project and have also been on the Contractor's active payroll for at least sixty (60) out of the ninety (90) calendar days prior to the execution of the contract for the affected Contractor. All Core Workers shall meet the minimum journey level qualifications of the craft they are performing, and shall hold all required licenses and certifications for the work of their craft. A qualifying apprentice is one who is enrolled in a WSATC program and is also one of the following: (1) a Priority Worker, (2) a Pre-Apprenticeship program graduate, or (3) an individual who furthers the CWA's aspirational goals for women and people of color.

Section 2. The Contractor shall provide detailed documentation at the pre-job conference identifying their Core Workers on the Arena Project and their scope of work and submit certified payroll data to verify that the worker meets the required definition, redacted as appropriate. The City shall monitor Contractor compliance to this Core Worker definition.

ARTICLE XII EMPLOYMENT DIVERSITY

Section 1. Prime Contractor will set a requirement for the Arena Project that directs the Contractors to utilize workers from the economically distressed ZIP codes listed in Attachment B for a specified share of total hours worked on the Arena Project by apprentices and journey-level workers. Workers that qualify towards those requirements shall be called "Priority Workers." The required utilization of Priority Workers, determined by hours worked on the Arena Project, are:

Apprentice Level: 6%
Journey Level: 15%.

Section 2. Unions shall first dispatch Priority Workers, and shall continue to prioritize the dispatch of such workers even after the required percentages are stabilized and suggest the Prime Contractor will achieve the requirements.

The Union shall prioritize dispatch of Priority Workers who are residents of Seattle ZIP codes first, and then dispatch Priority Workers from ZIP codes in King County.

Prime Contractor will enter payroll data in LCPtracker. Labor hours performed by

workers living outside of Washington will be excluded from priority worker calculations that Prime Contractor performs when calculating whether required percentages of total Priority Worker hours were achieved.

The Prime Contractor may receive a credit of up to 10% of the hours performed by Priority Workers, if they hire workers from the Priority ZIP codes who perform non-manual work and continue to employ said workers in these positions for the duration of the Contractor's work on the Arena Project. Such substitutes must be approved by OVG.

The Union will dispatch in a manner that best supports the following aspirational goals:

Journey Level:

People of Color	23%
Women	5%

Apprentices:

People of Color	26%
Women	9%.

ARTICLE XIII APPRENTICESHIP UTILIZATION

Section 1. The Parties and assenting Contractors agree to utilize apprentices from WSATC programs for at least 18% of the total hours worked on the Arena Project. The Prime Contractor shall provide a copy of its social equity plan to the City for approval prior to the start of work. The City will provide a copy upon request by the JAC. The Prime Contractor's apprenticeship utilization plan will be reviewed by the JAC and appropriate efforts shall be taken to increase utilization.

Section 2. The parties and assenting Contractors agree to hire and facilitate utilization of those WSATC apprentices on the Arena Project and to facilitate the participation of people of color, women and persons from economically distressed areas. The goals for labor hours performed by female apprentices and people of color who are apprentices for the Arena Project are as follows:

People of Color:	26%
Women:	9%.

The apprenticeship utilization plan (included in the social equity plan) provided by the Prime Contractor at the JAC shall describe how the Prime Contractor will achieve the goals for utilization of apprentices who are people of color and women.

Section 3. The Parties and assenting Contractors shall assure that apprentices of all skill levels will be supervised by journey level workers in order to promote the safety,

health, and education of the apprentice.

ARTICLE XIV VETERAN EMPLOYMENT

Section 1. This CWA desires to facilitate the entry into the building and construction trades of veterans interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (“Center”), the Center’s “Helmets to Hardhats” program, and other appropriate veteran programs, to serve as resources for preliminary orientation, assessment of construction aptitude, referral to WSATC registered apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the parties.

Section 2. The Unions, Contractors, and City Job and Training Advisor agree to coordinate with the Center and other appropriate veteran referral sources, to maintain an integrated database of veterans interested in working on the Arena Project, and of apprenticeship and employment opportunities for the Arena Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3. This Agreement will include Helmets to Hard Hats qualified applicants and other qualified veteran applicants from within the economically distressed ZIP codes (Attachment B), as part of the Priority Worker hours that the contract shall require the Prime Contractor to achieve for the Arena Project.

ARTICLE XV PREFERRED ENTRY

Section 1. The Parties seek to construct and expand pathways to good jobs and lifetime careers for Priority Workers, women, and people of color, through collaborative workforce development systems that also likely includes community-based training providers and WSATC registered apprenticeship programs. This facilitates a workforcereflective of the diversity and needs of Seattle and the local region, supporting goals of workforce inclusiveness.

Section 2. This CWA establishes a Preferred Entry program that will identify individuals, especially women, people of color, and those from economically distressed ZIP codes as defined by the City, who meet entry standards for WSTAC apprenticeship programs that allow qualified preferred entry applicants into their programs.

Preferred Entry candidates shall be placed with Contractors working on the Arena Project, subject to an interview if requested by the Contractor. Selected Preferred Entry candidates who are not already first year apprentices shall become first period apprentices.

To give Preferred Entry apprentices an opportunity to become established in their

apprenticeship training, Contractors must employ Preferred Entry candidates for 700 hours, in order to count that candidate toward the Preferred Entry requirement.

Section 3. The Prime Contractor shall ensure one (1) of each five (5) apprentices who has worked at least 700 hours on the Arena Project is from a recognized Pre-Apprenticeship program. Such programs include the Apprenticeship and Non-Traditional Employment Program for Women (ANEW), YouthBuild, Helmets to Hard Hats, Cement Masons Pre-Apprenticeship Program, King County Pre-Apprenticeship Construction Education (KC PACE), Ironworkers Pre-Apprenticeship Program, TERO Vocational Training Center (TVTC), Seattle Vocational Institute – Pre-Apprenticeship Construction Training (PACT), the Trades Related Apprenticeship Coaching Program (TRAC), Direct Access to Laborers Education and Careers (DALEC) or other mutually agreed-upon programs that serve people living in economically distressed ZIP codes, people of color, women and/or veterans. The list of such programs may be updated by mutual agreement between OVG and the Seattle Building and Construction Trades Council.

Section 4. The Unions and Prime Contractor agree to ensure hiring of Preferred Entry apprentices during the early start of work on the Arena Project. OVG, Unions, and Contractors recognize Preferred Entry Apprentices that are within the first two steps and/or years of their apprenticeship program.

Section 5. If a Preferred Entry apprentice leaves, Contractors will replace that apprentice with another from the preferred entry program.

Section 6. The hours worked by eligible Preferred Entry qualified applicants hired from such distressed economic ZIP codes will count towards accomplishment of the Priority Worker requirements.

Section 7. Identification and selection of qualified applicants shall include the Contractor(s), where candidates have been proposed by Contractors and the individual apprenticeship program's designated representative. The final selection decision will be the responsibility of the Joint Apprenticeship Training Committee (JATC).

ARTICLE XVI TERM

This Agreement shall commence upon execution by all Parties and shall continue in full force for the duration of the Arena Project until it is completed. The Parties may mutually agree to amendments or modifications of this agreement.

ARTICLE XVII GENERAL PROVISIONS

Titles and headings of sections and provisions in this Agreement are for convenience only.

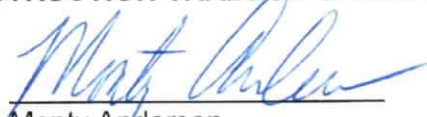
IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached or incorporated and made a part hereof, the Parties have

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached or incorporated and made a part hereof, the Parties have executed this Agreement as of the Effective Date by having their authorized representatives affix their signatures below.

OAK VIEW GROUP, LLC,
a Delaware limited liability company

By: 
Tim Leiweke
Chief Executive Officer

**SEATTLE KING COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL**

By: 
Monty Anderson
Executive Secretary

**NORTHWEST NATIONAL CONSTRUCTION
ALLIANCE II**

By: _____

[ADDITIONAL SIGNATURES FOLLOW ON NEXT PAGE]

Affiliated Local Unions

International Association of
Heat and Frost Insulators and
Allied Workers, Local #7

Todd Mitchell, Business
Manager

International Brotherhood of
Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers
and Helpers, Local #502

Tracey Eixenberger, Business
Manager

International Brotherhood of
Electrical Workers, Local #46

Bud Allbery, Business
Manager

International Union of Elevator
Constructors, Local #19

Patrick Strafer, Business
Manager

Iron Workers Union, Local #86

Chris McClain, Business
Manager

International Union of Bricklayers
and Allied Craftworkers, Pacific
Northwest ADC

Benny Wright, Union
Representative

Operative Plasterers' and Cement
Masons' International Association of
the United States of America,
Local 528

Eric Coffelt, Business Manager

International Union of Painters and
Allied Trades District Council 5

Denis Sullivan, Business Manager

United Association Plumbers Pipe
Fitters Refrigeration & HVAC
Local 32

Jeffrey J. Owen, Business Manager

United Union of Roofers
Waterproofers & Allied Workers
Local 54

Steve Hurley, Business Manager

Hod Carriers and General Laborers,
Local #242

Dale Cannon, Business Manager

Teamsters, Local #174

Rick Hicks, Business Manager

United Association of Sprinkler
Fitters Local 699

Stanton Bonnell, Business
Manager

Sheet Metal Workers'
International Association, Local
#66

Tim Carter, Business Manager

Operating Engineers, Local #302

Daren Konopaski, Business
Manager



ATTACHMENT A
LETTER OF ASSENT
ARENA AT SEATTLE CENTER



The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the
 ARENA AT SEATTLE CENTER

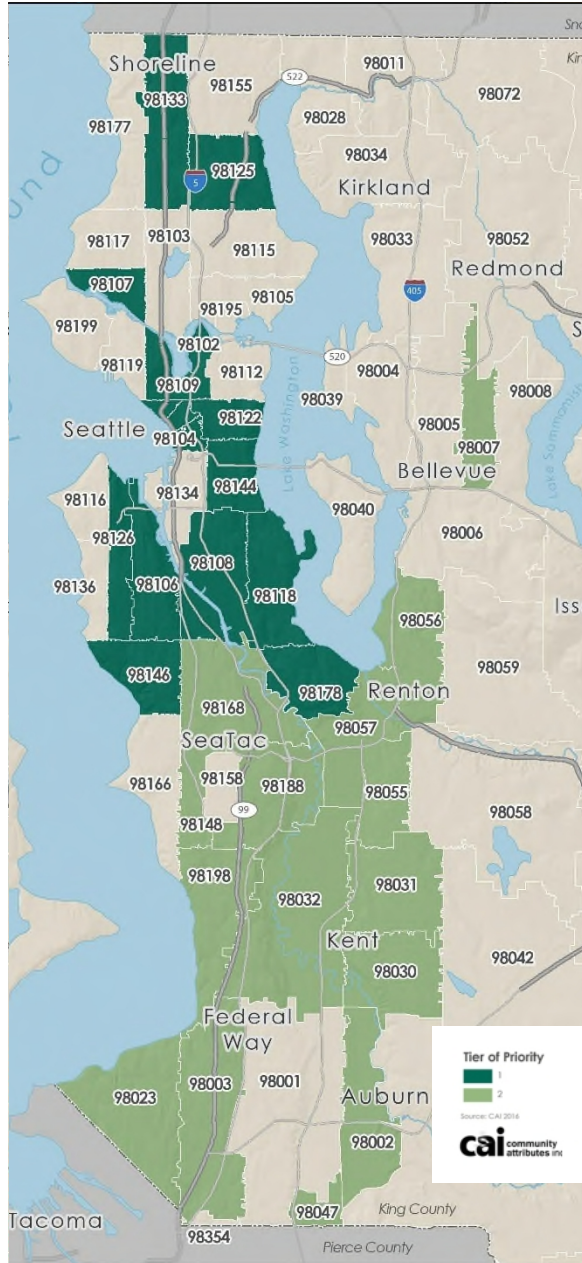
Project, for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Community Workforce Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Community Workforce Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Community Workforce Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Community Workforce Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Estimated Start Date	Estimated end date
UBI Number	Print Name and Title
Phone Number	Contractor/Company name
General Contractor	Subcontractor to (if applicable)
Jobsite Address	Billing Address
Date	Signature of Authorized Representative

ATTACHMENT B Economically Distressed Zip Codes

Priority Hire Economically Distressed ZIP Codes



Tier 1	Seattle Neighborhood	ZIP Code
Tier 1	Downtown	98101
Tier 1	Capitol Hill/Eastlake	98102
Tier 1	Downtown/ID	98104
Tier 1	Delridge	98106
Tier 1	Ballard	98107
Tier 1	S. Beacon Hill/South Park	98108
Tier 1	Interbay/Queen Anne	98109
Tier 1	Rainier Valley/Rainier Beach	98118
Tier 1	Belltown	98121
Tier 1	Central District	98122
Tier 1	Lake City/Northgate	98125
Tier 1	Delridge/High Point	98126
Tier 1	Bitter Lake/NW Seattle	98133
Tier 1	N. Beacon Hill	98144
Tier 1	White Center	98146
Tier 1	Rainier Beach/Skyway	98178
Tier 2	King County Neighborhood	ZIP Code
Tier 2	Kent/Auburn	98002
Tier 2	Federal Way	98003
Tier 2	Bellevue	98007
Tier 2	Federal Way	98023
Tier 2	East Kent	98030
Tier 2	Northeast Kent	98031
Tier 2	West Kent	98032
Tier 2	Pacific	98047
Tier 2	South Renton	98055
Tier 2	Northeast Renton	98056
Tier 2	Central Renton	98057
Tier 2	Burien	98148
Tier 2	Boulevard Park/Tukwila	98168
Tier 2	SeaTac/Tukwila	98188
Tier 2	Des Moines	98198



**Pre Job
Conference Form**



Please fill out the following pages. We recommend that you be as thorough as possible. If you have questions, please contact your contractor or your CWA Administrator.

Request for Waiver

Yes No

The Contractor listed above requests a waiver of the Pre-Job Conference attendance requirement contained within the CWA. The contractor recognizes and agrees that the Seattle Building and Construction Trades Council and the Affiliated Local Unions signatory to the CWA, retain their rights as stipulated in the CWA to deny this waiver request, and to challenge any proposed trade assignment. **A contractor working for the first time under this CWA cannot waive attendance.**

Seattle Building Trades Council _____ Date _____ Approved Yes No

Contractor Information

Contractor/Subcontractor Name			
Pre-Job Meeting Date		Time: 10:00 am	14675 Interurban Ave S., Tukwila WA 98168
Project Name/Contract #			
Contract Dollar Amount		Intent #	
Office Contact:		Phone:	Email:
Superintendent		Phone:	Email:
Safety Representative		Phone:	Email:

Scope of Work

(Describe the scope of work to be performed)

Will you be subcontracting to additional sub-contractors? Yes No
If yes, list sub-contractors and work description:

Sub-Contractor Name	Work Description

Current Union Agreements

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Approx. Job Start Date:		Approx. Job End Date:	
Work Shifts:			
Weekly Pay Day			

Proposed Trade Assignment

All Workers, including core employees, must be dispatched through Union hall. List trade assignments by craft including scope of work description for each assignment. List each piece of equipment planned for use by craft. Include all equipment and tools. If more space is required, attach additional sheets.

Craft	Scope	Equipment/Tools

Project Craft Demand List

Craft	Peak	Average	Apprentices
Asbestos Workers			
Boiler Makers			
Brick Layers			
Carpenters			
Carpet, Lino & Soft Tile Layers			
Cement Masons			
Drywall Hanger/Metal Stud Framers			
Drywall Finishers			
Electrical Workers			
Elevator Constructors			
Glaziers			
Heat and Frost Insulators			
Iron Workers (Structural/Rebar)			
Iron Workers (Ornamental/Architectural)			
Laborers			
Millwrights			
Operating Engineers			
Painters			
Pile Drivers/Diver			
Plumbers & Pipefitters			
Plasterers/Fire Proofers			
Roofers			
Sheet Metal Workers			
Sign Makers/Painters			
Sprinkler Fitters			
Teamsters			

Core Employee

Contractor(s) or Sub Contractor(s) employing Core Employees must complete the following documentation.

Core Employee(s) must place their names with the respective Union Hall dispatch prior to the employee(s) start of work.

Core employee information provided by

Email Address

Core employee information verified by

Core Employee #1

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA

Yes

No

Core Employee #2

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA

Yes

No

Core Employee #3

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA

Yes

No

Open-Shop Apprentice #1

Employee Name:

Hire Date:

Apprentice ID#

Classification:

The employee has met the qualifications contained in the CWA

Yes

No

Open-Shop Apprentice #2

Employee Name:

Hire Date:

Apprentice ID#

Classification:

The employee has met the qualifications contained in the CWA

Yes

No

Form completed by

print name

date

Signature



Final Trade Assignment

Must be received by Seattle Building Trades prior to starting work



Pre-Job meeting Date		Final trade assignment Date	
General Contractor		Project Name	
Contractor/Company		Contract #	
Name Name and Title		Phone	
Business Address		Email	

This serves as an official notification of the Trade Assignment(s) under the included scope(s) of work and fulfills contractor responsibility under the Community Workforce Agreement to make trade assignments one week after attending the Pre-Job conference.

Unions not in agreement with these Final Trade Assignments may avail themselves of the jurisdictional resolution process found in the Community Workforce Agreement Jurisdictional Disputes section. This provision allows for competing Unions to pursue their claims through the "Plan" without disrupting the work of the affected Contractor.

The following is the Final Trade Assignment for each task.

Scope of Work	Assigned to	Challenged by

Scope of work	Final Trade Assignment

Signature

EXHIBIT “PS.20”

Attachment to Subcontract – BP #XX.XX by Skanska-Hunt, JV for Work at Seattle Center Arena (XXXXXXXX-XXX) located at 334 First Avenue North, Seattle, WA - 98109.

**Exhibit O: Inclusion of Women and Minority Businesses and Labor and Social
Equity Provisions for Development Project**

EXHIBIT O

INCLUSION OF WOMEN AND MINORITY BUSINESSES, LABOR AND SOCIAL EQUITY PROVISIONS FOR DEVELOPMENT PROJECT

Section 1 – Definitions

As used in this Exhibit, the following words have the meaning provided below.

“Acceptable Worksite” is defined as a Worksite that is appropriate, productive, and safe for all workers. An Acceptable Worksite is free from behaviors that may impair production or undermine the integrity of the work conditions including but not limited to job performance, safety, productivity, or efficiency of workers.

“Affirmative Efforts” means the good faith efforts for inclusion of women and minority-owned firms (WMBEs) documented in the Inclusion Plan included as Attachment 1 to this Exhibit.

“Apprentice” means a worker enrolled in an Apprentice Training Program.

“Apprentice Training Program” means a program registered and in compliance with the Washington State Apprenticeship and Training Council as defined by RCW Chapter 49.04, WAC 296-05-011, and WAC 296-05-013.

“Commercially Useful Function” means any activity by the Contractor, Subcontractor, or material supplier that is included in the applicable contract and is necessary to allow the work of the contract to progress.

“Contractor” means the Developer’s prime or general contractor for the Development Project.

“CPCS” means City Purchasing and Contracting Services, a division of the City of Seattle Department of Finance and Administrative Services.

“Developer” means Seattle Arena Company, LLC.

“Dispatch” means the process by which a union refers workers for employment on the Development Project as provided in the CWA.

“Dual Benefits” means the payment by an Open-Shop Contractor or Subcontractor into both an existing employer-sponsored benefit plans while also making required payments into a Trust Fund.

“Economically Distressed Area” means a geographic area defined by zip code and found by the CPCS to have a high concentration of individuals; 1) living at or below 200% of the Federal Poverty Level; 2) unemployed; and or 3) without a college degree, as compared to other zip codes. King County zip codes with a high density per acre of at least 2 of the 3 criteria will be identified as Economically Distressed Areas. There are 2 classes of such zip codes: tier 1 zip codes located within the City of Seattle and tier 2 zip codes located within King County and outside the City of Seattle.

“Inclusion Plan” means the Contractor’s plan, provided on the City-approved form that documents the proposed and/or guaranteed utilization of WMBEs on the Contract.

“Journey-Level” means an individual who has sufficient skills and knowledge of an occupation, either through a formal Apprentice Training Program or through practical on-the-job work experience, to be recognized by a state or federal registration agency and/or an industry as being fully qualified to perform the work of the occupation. Practical experience must be equal to or greater than the term of apprenticeship.

“Letter(s) of Assent” means the letter that is required of all Contractors and Subcontractors working on the Development Project that commits the Contractor and Subcontractor to be bound to the CWA.

“Priority Hire” means the program established by the City’s priority hire ordinance (SMC Ch. 20.37), which prioritizes workers living in economically distressed ZIP codes, women, people of color and preferred entry candidates for hire on Covered Projects.

“Priority Worker” means an individual prioritized for recruitment, training and employment opportunities because the individual is a resident in an Economically Distressed Area.

“Social Equity Plan” means the Contractor’s plan outlining how the Contractor will meet WMBE, apprenticeship requirement and labor projections, which is required by or before the start of construction. Subsequent updates can be requested by CPCS or Developer any time during the Development Project.

“Subcontractor” means a business contracted to perform a portion of the Work under the Contractor or subcontracted at any tier.

“Women or Minority Business Enterprise or WMBE” means a business that self-identifies or is certified by the Office of Minority and Women’s Business Enterprise to be at least 51 percent owned by women and/or minority group members including, African Americans, Native Americans, Asians/Pacific Islanders, and Hispanics/Latinos.

“Work” means the provision of all labor, materials, equipment, supplies, and everything needed to complete the construction of the Development Project.

“Worksite” means the Development Premises and any field or company offices, construction license area, or staging area used to perform the construction of the Development Project, or other locations used in conjunction with performing the Work.

Section 2 – Affirmative Efforts, Non-Discrimination, Social Equity Requirements

2.1 Affirmative Efforts

The Developer shall require its selected Contractor to use the CPCS-approved General Contractor Inclusion Plan detailing Affirmative Efforts to solicit and contract with WMBEs on subcontracting and supply opportunities for the Development Project, and shall require its Contractor to require its first-tier subcontractors to submit the WMBE Subcontractor Inclusion Plans as a material condition of the Contract. CPCS will monitor for compliance with these requirements. The Contractor and any Subcontractor interested in obtaining assistance or information may contact CPCS at 206-684-0444.

2.1.1. Affirmative Efforts must include efforts to achieve the activities specified in the WMBE Inclusion Plans submitted by the Developer's Contractor and Subcontractors. The Developer is solely responsible for any efforts made and costs incurred to comply with WMBE requirements.

2.1.2. Reporting Requirements:

- a. The Developer or Contractor must submit a copy of its General Contractor WMBE Inclusion Plan to CPCS for review and approval prior to beginning of construction.
- b. The Contractor must submit copies of the Subcontractor WMBE Inclusion Plans to CPCS prior to awarding of subcontract work.
- c. The Contractor shall reject any subcontractor that fails to demonstrate good faith efforts to use WMBE firm by failing to obtain a passing score as required in the instructions of the plan.
- d. Monthly report to include a WMBE status report.
- e. The Contractor must submit to CPCS a Social Equity Plan for review prior to commencement of construction.
- f. The Contractor must submit to CPCS Subcontractor Payment Reports electronically through B2Gnow:

<https://seattle.diversitycompliance.com/>.

2.1.3. The Contractor must submit the first Subcontractor Payment Report in B2GNow by the 15th Day of the first month after the date specified in the notice to proceed with construction.

2.1.4. Subsequent monthly Subcontractor Payment Reports must be submitted by the 15th day of every month thereafter. When no work is performed during a reporting period, the Contractor must submit monthly reports indicating that no work was performed.

2.1.5. The last Subcontractor Payment Report must be marked as ‘final’ and must be submitted no later than 30 Days after the Final Completion of the Development Project. The final report must list the name of and dollar amount paid to each Subcontractor and Supplier used by the Contractor. The Owner is not to establish the Completion Date until the completed final Subcontractor Payment Report Form has been received.

2.1.6. Changes to named Subcontractors or Suppliers: A named Subcontractor or Supplier includes any WMBE firm or business named on the Inclusion Plan as a WMBE guarantee. Any named Subcontractor that the Contractor wishes to substitute during the project must be for a demonstrated “good cause” and is subject to the City’s approval.

“Good cause” includes:

- a. Failure of the Subcontractor to execute a written contract after a reasonable period of time;
- b. Bankruptcy of the Subcontractor;
- c. Failure of the Subcontractor to provide the required bond;
- d. The Subcontractor is unable to perform the Work because it is debarred, is not properly licensed, or does not comply with the Subcontractor approval criteria,
- e. Failure of the Subcontractor to comply with a requirement of law applicable to subcontracting;
- f. The death or disability of the Subcontractor if the Subcontractor is an individual;
- g. Dissolution of the Subcontractor if the Subcontractor is a corporation or partnership;
- h. If there is a series of failures by the Subcontractor to perform as specified in previous contracts; or
- i. Failure or refusal of the Subcontractor to perform the Work.

If the Contractor makes a change to a WMBE guarantee, then the Contractor must use good faith efforts to recruit another WMBE Subcontractor to do the Work.

2.2 Employment and Non-Discrimination Requirements

The City expects Contractors to employ a workforce reflective of the region’s diversity. The Developer must include in its construction contract with the Contractor, and the Contractor must

include a requirement in every subcontract that Contractor (and Subcontractors) must comply with the non-discrimination requirements as set forth in federal, state, and City laws and regulations.

The Developer shall include contract requirements that the Contractor must not discriminate against any employee or applicant for employment, and will make Affirmative Efforts to solicit and employ women and minorities, and to ensure that applicants are treated during employment without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin; or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Such Affirmative Efforts include efforts relating to: employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of payment and selection for training, including apprenticeship.

The Developer must include a provision in its construction contract with the Contractor and the Contractor must include provisions in its subcontracts allowing CPCS to audit the Contractor's and Subcontractors' non-discrimination policies and practices, including Affirmative Efforts to employ women or minority employees.

Equal Employment Opportunity Officer: Developer's Contractor must have a designated Equal Employment Opportunity Officer (EEO Officer).

The Contractor must ensure that all employees, particularly supervisors, are aware of, and comply with their obligation to maintain a working environment free from discriminatory conduct, including, but not limited to, harassment and intimidation of minorities and women, or WMBE businesses.

2.3 Prompt Payment Skanska Hunt will comply with the owner contract.

[REDACTED]

[Redacted text block]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.4 Equal benefits

The Developer shall require the Contractor to comply with SMC Ch. 20.45 and the Equal Benefits Program Rules implementing such requirements, under which the Contractor is obligated to provide the same or equivalent benefits (equal benefits) to its employees with domestic partners as the Contractor provides to its employees with spouses. At the Developer's request, the Contractor must provide complete information and verification of compliance with SMC Ch. 20.45.

For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules, call the City at (206) 684-0444 or refer to: <http://www.seattle.gov/contracting/equalbenefits.htm>

Evaluation of the Contractor's compliance with the Equal Benefits requirement will be based on these criteria:

1. A domestic partner is a person, either same sex or opposite sex partner, whose domestic partnership is registered either with the employer's internal registry or with a local government entity, per State or local law.
2. Any and all benefits must be provided equally to spouses and domestic partners, including but not limited to health insurance, dental insurance, vision insurance, pension, company discounts, and credit union membership.
3. The conditions for use of benefits including but not limited to bereavement leave, family medical leave, childcare leave, employee assistance programs, and relocation and travel benefits, must be applied equally with respect to spouses and domestic partners.
4. Equal benefits must be offered to all employees at all offices where substantive work on the Development Project is being performed.

Reporting Requirements: The Developer shall require the Contractor to submit the Equal Benefits Compliance Declaration to the CPCS representative within 3 Business Days after request.

Any violation of this Section is a breach of this Agreement for which the City may exercise any of its remedies under the Agreement or impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated there under.

2.5 Labor Standards and Paid sick and safe time (required for all business in Seattle)

As noted in SMC 14.16, 14.17, 14.19, and 14.20, The City has adopted a comprehensive set of wage theft prevention and labor harmonization standards to better protect those individuals who conduct business within the City limits. These protections include paid sick and safe time, fair chance employment, and minimum wage and wage theft. Contractors who conduct business inside the City limits, including attending meetings, must comply with SMC 14.16, 14.17, 14.19, and 14.20. See <http://www.seattle.gov/laborstandards/ordinances>, for more information.

2.6 Acceptable Worksite

The Developer shall include provisions in its construction contract which require the Contractor to ensure an Acceptable Worksite and to include the requirements of this Section in all subcontracts for the Development Project. This is a material provision and enforceable accordingly.

The intent of the person that appears to violate the Acceptable Worksite is not a measure of whether such behaviors are appropriate; rather the standard is whether a reasonable person should have known that such behavior would cause a worker to be humiliated, intimidated, or otherwise treated in an inappropriate, discriminatory, or differential manner.

Behaviors that violate an Acceptable Worksite include but are not limited to:

1. Persistent conduct that to the reasonable person would be perceived as offensive and unwelcome;
2. Conduct that a reasonable person would perceive to be harassing or bullying in nature;
3. Conduct that a reasonable person would perceive to be hazing;
4. Verbal references that a reasonable person would perceive to be offensive stereotypes or racial/gender slurs;
5. Jokes about race, gender, or sexuality that a reasonable person would perceive to be offensive;
6. Assigning undesirable tasks, unskilled work to trained apprentices and journey-level workers, manual work in lieu of work with appropriate equipment, unsupervised work, or dangerous work in disproportionate degrees to apprentices, women, or workers of color;
7. Language that a reasonable person would perceive to be offensive based on race, gender or oriented towards sexuality;
8. Name-calling, cursing or unnecessary yelling, including from a supervisor, foreman or other more senior person that a reasonable person would perceive as offensive;
9. Repeating rumors about individuals in the Worksite that a reasonable person would perceive as harassing or harmful to the individual's reputation;
10. Refusal to hire someone based on race, gender, sexuality, or any other protected class;

11. References to or requests for immigration status (other than required by law), religious affiliation, gender affiliation, criminal background, or other related aspects of a worker unless mandated by federal law.

The Contractor must ensure that all employees, particularly supervisors, are aware of, and comply with their obligation to maintain a working environment free from discriminatory conduct, including, but not limited to, harassment and intimidation of minorities and women, or WMBE businesses. The Contractor must display at each Worksite location the materials supplied by CPCS regarding Acceptable Work Sites.

An Acceptable Worksite shall include Contractor's assignment of work in a manner that respects training objectives for apprentices, and ensures an equitable distribution of meaningful work, training, and assignments among all workers, including women, people of color, or other defining characteristics.

Developer will use best efforts to enforce its contract requirements with its Contractor regarding Acceptable Worksite and the Contractor shall do the same with its Subcontractors. CPCS will be given access to the Development Project Worksite to monitor compliance with the Acceptable Worksite provisions. Monitoring may include proactive observations of the Worksite, interviews of individuals familiar with the Worksite, data that may evidence disparities, investigation of complaints by an individual familiar with the Worksite, or other evidence. Except for unusual circumstances that require confidentiality, should situations arise that may require attention; CPCS will collaborate with the Developer Representative to discuss appropriate remedies, and may likewise notify subcontractors and appropriate unions when necessary for the resolution of the situation.

A remedy may include, but is not limited to, CPCS's right to request that the Developer direct the Contractor to remove personnel from a Worksite if the City finds that individual to have engaged or failed to enforce the Acceptable Worksite provision, given the appropriate contractual and procedural protections to the affected individual.

This Section is for the benefit of the City and its interest in the Development Project. It shall not create any third-party beneficiaries or form the basis of any action against the City or Developer by a third party.

Section 3 – Priority Hire, Community Workforce Agreement, Apprentices and Trust Fund Contributions

It is Developer's responsibility to inform its Contractor of CWA and Priority Hire requirements in this Section. Additionally, Developer shall require its Contractor to inform all Subcontractors of the requirements. The Contractor or any Subcontractor may obtain guidance or information about the requirements under this Section by contacting CPCS at 206-684-0444.

The following workforce diversity requirements and aspirational goals to meet the intent of SMC Ch. 20.37 shall apply. For additional details on Priority Workers see the CWA.

APPRENTICE AND PRIORITY HIRE REQUIREMENTS AND ASPIRATIONAL GOALS	
Requirements % among all labor hours	
Apprentice Utilization	18%
Apprentice – Preferred Entry	1:5
Priority Workers – Apprentice Level	6%
Priority Workers – Journey Level	15%
Aspirational Goals	
Journey Level - % among journey hours	
People of Color	23%
Women	5%
Apprentices - % among apprentice hours	
People of Color	26%
Women	9%

3.1 Pre-Job Package and Letter of Assent

Prior to the start of construction, the Contractor shall submit the Pre-Job Package for self-performed work along with the project specific safety plan to CPCS and attend a pre-job conference with Unions and CPCS per CWA Article IX (Jurisdictional Disputes). The Contractor’s Pre-Job Package shall include a copy of the signed Letter of Assent that was provided to the Developer before Contract Execution.

[NOTE to OVG: CPCS would like to discuss timing of pre-job package and submission of forms and letters of assent.]

Each Subcontractor shall submit the Pre-Job Package three weeks prior to commencing work to the Contractor who then submits it to CPCS. The Subcontractor shall attend a pre-job conference with Unions and CPCS two weeks prior to commencing work. The Contractor may attend with the Subcontractor but is not required.

The Pre-Job Package includes the Letter of Assent, Pre-Job Form, and if applicable the Core Worker list and supporting documentation. See CWA Article IX and Core Workers Article XI.

3.2 Worker Dispatch

The Contractor and all Subcontractors shall request new hires from Union hiring halls using a Craft Request Form. Core Workers of Open-shop Contractors are also required to be dispatched from Union hiring halls. Contractors shall seek to first hire Priority Workers who are Residents of Seattle Economically Distressed Areas, and then Priority Workers from ZIP codes in King County. See CWA Articles XII (Employment Diversity) and Article VI (Management Rights).

3.3 Joint Administrative Committee (JAC)

The Joint Administrative Committee is made up of labor and Developer representatives and is tasked with addressing safety, referral of Priority Workers, Apprenticeship utilization, preferred entry, job progress and other relevant issues that will affect the project. The Contractor shall attend the monthly Joint Administrative Committee meetings, track Priority Worker utilization and maintain copies of Craft Request Forms for the duration of the project.

3.4 Apprenticeship

The City has determined that there is a need for increased training and apprenticeship opportunities in the construction industry and that a diverse and well-trained workforce is critical to the economic and social vitality of the region. In establishing requirements for the use of apprentices on the Development Project, it is the City's intent to encourage the training and promotion of apprentices to journey level status.

The Contractor must ensure that 18 percent of the total Contract Labor Hours performed on the Development Project is performed by apprentices registered with the Washington State Apprenticeship Training Council.

Total Contract Labor Hours include additional hours worked as a result of Change Orders, and exclude hours worked by foremen, superintendents, supervisors, Developer Representative, and workers who are not subject to CWA wage requirements. However, it may be determined that they are subject to CWA wage requirements under the following criteria of WAC 296-127-015: 2 supervisors (e.g. foreman, general foreman, superintendents) are entitled to receive at least the journey level prevailing rate of wage for performing manual or physical labor:

- a. For each hour spent in the performance of manual or physical labor if it is for more than 20 percent but less than 50 percent of their hours worked on a project during any given week.
- b. For all hours worked in any given week if they perform manual or physical labor for 50 percent or more of their hours worked on a project during such week.

Developer shall require its Contractor to include the Apprentice utilization requirements of this Section in all subcontracts executed for the Project and ensure that all Subcontractors working on

the project are notified of the apprentice utilization requirements. The Contractor is responsible for meeting the Apprentice utilization requirements of the Contract, including overall compliance on all Contract labor hours worked by Subcontractors.

Additionally, the Contractor must make good faith efforts to:

- a. Ensure that Apprentice hours worked are equally distributed in each trade/craft and consistent with the apprentice utilization percentage requirement of the Contract.
- b. Recruit and hire minority and women apprentices for the Project. Of the total Apprentice utilization requirement percentage, the Contractor must pursue a goal of using minority and women apprentices as stated in Apprentice and Priority Hire Requirements and Aspirational Goals table.

The Contractor must ensure compliance with RCW 49.04, WAC 296-05, and the apprenticeship training standards for each trade/craft classification used on the Project, as set forth by L&I.

On a mutually agreeable date, but prior to the start of construction, the Contractor must submit to CPCS a Social Equity Plan outlining how the Apprentice utilization requirements will be met on the total Contract labor hours. The plan must be submitted on a form provided by The City or by accessing <http://www.seattle.gov/contracting/apprentice.htm>

CPCS will be available to provide assistance in directing the Contractor to available resources for hiring apprentices. The Developer, Contractor, and CPCS must meet to discuss any changes to the Apprentice utilization percentage.

If the Contractor determines that it will be unable to achieve the Apprentice utilization percentage, the Contractor may make a written request to the Developer to reduce the required Apprentice utilization percentage. The request must include documentation of the Contractor's good faith efforts to hire apprentices registered with WSATC approved programs. These documents must demonstrate:

- a. That an inadequate number of Apprentices are available to comply with the required apprentice utilization percentage or that there is a disproportionately high ratio of material costs to labor hours, which does not make the required minimum levels of apprentice participation possible for this Contract; and
- b. That the Contractor has made good faith efforts to comply with the requirement.

The Developer will submit the request to CPCS for evaluation if it determines the request has merit. If CPCS determines the change to be appropriate, CPCS will authorize the reduction in writing. If CPCS determines that a reduction in the required utilization percentage is not justified, CPCS will communicate the decision in writing to the Developer and Contractor.

The Developer shall require the Contractor and every Subcontractor to submit a profile for each worker into LCP Tracker through an online portal at <http://www.lcptracker.net/> including but not limited to gender, ethnicity, and apprenticeship status of each worker.

The Developer shall require the Contractor to submit other information as may be requested by CPCS to verify compliance with the Apprentice utilization requirements of the Contract. CPCS may add, delete, or change the information required of the Contractor, as necessary.

3.5 Preferred Entry to Apprenticeship

The Developer shall require its Contractor to ensure compliance with the preferred entry requirement that one (1) of every five (5) Apprentices who have worked at least 700 hours on the project is from a recognized Pre-apprentice Training Program and receive preferred entry into apprenticeship and on to the Project per the processes in the CWA Article XV (preferred entry). Preferred entry candidates must meet all of the following qualifications to be counted toward the preferred entry requirement:

1. Graduate of a recognized Pre-apprentice Training Program defined in the Community Workforce Agreement or Helmets to Hardhats referral;
2. Be employed at least 700 hours on the project; and
3. Either be within their first two steps and/or years of apprenticeship or be prepared to register for an Apprenticeship Training Program.

3.6 Trust Fund Contributions

1. Under the CWA Article III (Wage Rates and Fringe Benefits), the Contractor and all Subcontractors are required to pay into a joint labor/management employee welfare benefit trust fund(s) (“Trust Fund”), regardless of whether they participate in an employer-sponsored benefit plan. Contractor and all Subcontractors are required to complete trust documents and submit the documents to the Union for each worker and to pay into the Trust Fund as required by that Trust Fund’s schedule.
2. If any Subcontractor does not pay into the Trust Fund, the Union may provide notice and documentation to the Contractor and CPCS in the form of a grievance or other communication.
 - a. If after ten (10) business days from such notice, delinquencies remain unpaid, the Contractor (if different) shall withhold an amount to cover the delinquency from any unpaid funds otherwise due and owing to the delinquent Subcontractor, and shall not release such withholding until the delinquent Subcontractor is in compliance.
 - b. The delinquent Subcontractor, and Contractor (if different), by mutual agreement, may identify other agreeable solutions that assure timely payment to the Trust Fund. If the delinquent amounts are undisputed in whole or in part between the Trust Fund and the delinquent subcontractor, the Contractor (if different) shall

issue a joint check to the Trust Fund with the Subcontractor named in the amount of the undisputed delinquency.

3. Open-Shop Contractors that pay Dual Benefits are eligible for reimbursement from the Developer of the applicable portion of the employer-provided usual benefits as defined by WAC 296-127-014. Contractor and Subcontractors are required to submit prior to substantial completion a Dual Benefit Reimbursement Form, invoice and other supplemental information to CPCS at LaborEquity@seattle.gov. Open-Shop Contractors and Subcontractors must apply for reimbursement at least once per year but may apply as frequently as once per month. In order to be considered for reimbursement, Open-Shop Contractors and Subcontractors must submit all of the following:
 - a. Dual Benefit Reimbursement Form
 - b. Invoice specifying amount for which reimbursement is being requested
 - c. Copy of employer-provided benefit plan(s) which provide proof of coverage for usual benefits
 - d. Receipts or other proof of payments to the employer-provided plan(s) for each worker showing that they received employer-provided benefits within the last 90 days prior to starting work on the project
 - e. Receipts or other proof of payments to the employer-provided plan(s) for each worker during the period of time for which reimbursement is being requested
 - f. Receipts or other proof of payment to the Joint Health and Pension Trust Fund during the period of time for which reimbursement is being requested.
 - g. Up to date certified payroll records in LCPtracker during the period of time for which reimbursement is being requested

Section 4 – PREVAILING WAGE REQUIREMENTS

In accordance with the CWA, the Developer shall require that the Contractor and subcontractors of every tier adhere to the prevailing rates for all craft workers, in effect at the time their respective contracts are executed. The Developer shall ensure compliance with the following Overtime wage and Apprentice wage requirements on the construction project:

4.1 Overtime

The CWA requires additional payment for overtime beyond these requirements. Examples are overtime payments for missed meals and 2nd and 3rd shift overtime above specified shift hours. Overtime for hours worked outside of the regular shift shall be determined by the L&I overtime code for the applicable trade. Work performed on Covered Projects wherein the employee will work up to 10 hours per Day in a 4-Day week to accomplish 40 hours of work shall be permissible without the requirement of overtime rates if the applicable craft's Collective Bargaining Agreement allows for 4-10 shifts. No written 4-10 agreement is necessary. Contractors shall reference the applicable craft's Collective Bargaining Agreement to determine if 4-10 shifts are permissible. If an overtime or 4-Day at 10 hours per Day shift agreement is established through a Collective Bargaining Agreement provision, the Contractor must submit a copy of the Collective Bargaining Agreement provision via the online reporting portal: <http://www.LCPtracker.net>

4.2 Prevailing Wage for Apprentices

An apprentice is defined as a laborer, worker, or mechanic employed to perform the Work for whom an apprentice agreement is established through a Training Program that is registered and approved by the Washington State Apprenticeship and Training Council (WSATC). Per RCW 39.12.021 and RCW 49.04, apprentices must be paid the applicable prevailing hourly rate for an apprentice of that trade.

4.3 Monitoring for Compliance with Wage Requirements

4.3.1. Payroll Reports

Payroll reports for the Contractor, every Subcontractor, and all other individuals or firms required to pay prevailing wages for Work performed on the construction project must be submitted weekly via an online reporting portal: <http://www.LCPtracker.net>. The Contractor is responsible for approving electronically the payrolls submitted by all Subcontractors. Payroll reports must contain the following information:

1. Name and residence address of each worker
2. Classification of work performed by each worker. The classification must be specific and match the classification categories listed in the applicable wage schedule
3. Total number of hours employed each Day
4. Total number of hours employed during the payroll period
5. Straight time and overtime hourly rate of wages paid to each worker
6. Total or gross amount earned by each worker
7. Deductions for medical insurance, FICA, federal withholding tax, and any other deductions taken
8. Net amount paid each worker
9. Contractor's or Subcontractor's name and address
10. All Days during the pay period
11. Date of final Day of pay period
12. Whether fringe benefits were paid to each worker as part of the hourly wage rate or whether fringe benefits were paid into an approved plan, fund, or program; and the hourly rate of fringe benefits paid, if any.

The last payroll submitted for the Work for both the Contractor and each Subcontractor must be labeled 'Final'. If no work is performed for the week, the Contractor must submit a certified payroll noting that no work has been performed.

The Contractor, every Subcontractor, and all other individuals or firms required to pay prevailing wages for Work performed on this Contract are subject to investigation by the Developer and CPCS regarding payment of the required prevailing wage to workers, laborers, and mechanics employed on the project. If the investigations result in a finding that an individual or firm has violated the requirement to pay the prevailing rate of wage, CPCS will meet with the Developer to address the appropriate enforcement actions and remedies.

The contractor shall submit statements of intent to pay prevailing wages and affidavits of wages paid to CPCS for review and approval.

4.3.2 Monitoring Prevailing Wages – Site Visit

CPCS will make routine visits to the Project Site for prevailing wages contract compliance. Contractor and its subcontractors shall cooperate with CPCS and allow CPCS unfettered access to the Project Site and records.

4.3.3 Records

The Developer must require the Contractor to maintain relevant records and information necessary to document the Contractor’s compliance with these requirements, for at least 24 months after the construction work is complete. The City has the right to inspect and copy such records. The Developer must also require the Contractor to enforce this same requirement on its Subcontractors by including appropriate language in its subcontracts maintenance of records and allowance of inspection and copying for the same period of time.

4.3.4 Progress Reviews

In the event CPCS has concerns regarding substantial compliance with the CWA, Apprenticeship, WMBE, or Prevailing Wage, CPCS will meet with the Developer to discuss solutions that encourage or require compliance. While the decision remains with the Developer, options to consider include:

- Step 1: Withholding Payment
- Step 2: Notification of default with cure opportunity
- Step 3: Suspension of Work
- Step 4: Termination of subcontractor

4.3.5 Forms:

The following forms are included for use with the construction agreement with the Contractor

- 1. Statement of Intent to Pay Prevailing Wages
- 2. Affidavit of Wages Paid

Section 5 - Monitoring and Compliance of WMBE, CWA and Priority Hire Requirements

5.1 Records and Reporting

The Developer must require the Contractor to demonstrate compliance with SMC 20.42, through the submission of the Inclusion Plans, Social Equity Plan, and other reports as specified herein. The Developer must require the Contractor to allow access to its records of employment, bidding, and subcontracting, and other pertinent data requested by the City to determine compliance with these requirements. Records must be available at reasonable times and places for inspection by authorized representatives of The City.

The Developer must require the Contractor to maintain relevant records and information necessary to document the Contractor’s Affirmative Efforts to use WMBEs and other businesses as Subcontractors and Suppliers under the Contract, for at least 24 months after the construction

work is complete. The City has the right to inspect and copy such records. The Developer must also require the Contractor to enforce this same requirement on its Subcontractors by including appropriate language in its subcontracts maintenance of records and allowance of inspection and copying for the same period of time.

5.2 Apprentice

CPCS will verify the registration of each apprentice used on the project with the WSATC. CPCS will monitor the apprentice utilization data provided by the Contractor.

5.3 Site Visits

The City will make routine visits to the Project Site for the purpose of confirming the use of apprentices, WMBE, acceptable work site, priority hires and general compliance with the CWA and these provisions. The Contractor and its subcontractors shall cooperate with CPCS and allow CPCS unfettered access to the Project Site and records.

5.4 Monitoring Priority Hire

CPCS will monitor the Priority Hire and Apprentice utilization data provided by the Contractor.

5.5 Monthly Reports and Meetings

CPCS shall facilitate a monthly meeting to review each of these requirements. At the meeting CPCS will prepare a report that summarizes the progress and performance on each of these requirements.

5.6 Monitoring WMBE

CPCS will monitor compliance with the WMBE requirements of the construction contract, including the review and approval of Subcontractor Inclusion Plans prior to bidding of subcontract work and review and approval of the Contractor's Social Equity Plan and Social Equity Monthly Report.

5.7 Progress Reviews

In the event CPCS has concerns regarding substantial compliance with the CWA, Apprenticeship, WMBE, or Prevailing Wage, CPCS will meet with the Developer to discuss solutions that encourage or require compliance. While the decision remains with the Developer, options to consider include:

- Step 1: Withholding Payment
- Step 2: Notification of default with cure opportunity
- Step 3: Suspension of Work
- Step 4: Termination of subcontractor

Section 6 - Forms

The following forms are included with this package for use with the construction contract with the Contractor.

1. Community Workforce Agreement
2. General Contractor Inclusion Plan
3. Subcontractor Inclusion Plan
4. Social Equity Plan
5. Social Equity Monthly Report
6. CWA Contractor forms and Pre-Job Package
7. Equal Benefits Form
8. Dual Benefit Reimbursement Form
9. Acceptable Worksite Poster