

Memorial Stadium Redevelopment and Operation, March 2023  
RFP Combined Exhibits 1-12

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into this 21 day of November 2022, between The City of Seattle (“City”) and Seattle Public Schools (“SPS”). The City and SPS are collectively referred to herein as the “Parties.”

The Parties agree as follows:

1. On October 1, 2021, a Letter of Intent (“LOI”) was signed by then-Mayor Jenny Durkan and then-Interim Superintendent Brent Jones, articulating the Parties’ shared goals and principles that could govern the redevelopment of Memorial Stadium at Seattle Center.<sup>1</sup>

2. In February 2022, the voters of the City of Seattle approved the Buildings, Technology and Academics/Athletics V Capital Levy (“BTA V”). The BTA V Capital Levy included funding for the replacement of Memorial Stadium, including replacement of the stadium grandstands, replacement of the synthetic turf, and upgrades to the field lighting. Nothing in this MOA should be construed as altering SPS’s BTA V commitments to the voters, including the replacement of Memorial Stadium.

3. Since the signing of the LOI, the Parties have continued to collaborate on an alternative vision for an enhanced Memorial Stadium project that could support City desired program elements in addition to meeting SPS’s program needs. SPS is committed to continuing this collaboration, as described below, as long as it does not impede the timely replacement of Memorial Stadium as approved by the voters.

4. The Parties desire to jointly seek a private development partner (the “Developer/Operator”) to, among other things: (a) provide an additional source of funding for

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<sup>1</sup> The LOI also stated shared goals concerning the potential development of an elementary school and park space at a site in the Belltown neighborhood of Seattle, known as the Battery Street Tunnel site. While the Parties continue to share these goals, this MOA concerns only the redevelopment of Memorial Stadium.

the stadium project; (b) collaborate with the Parties on the design of an enhanced facility to better serve students and the public, (c) better integrate the facility with Seattle Center campus, and (d) make the new stadium a first-class venue for athletic, academic, cultural, and community events. (The proposed new stadium contemplated in this MOA is referred to herein as the “Project”). Should agreement be reached with a Developer/Operator, the Parties anticipate that the Developer/Operator will take a lead role in the permitting, development, and construction of the new stadium. The Parties also anticipate that in consideration for a substantial private investment, the selected Developer/Operator will receive use rights to the facility when not needed for SPS events and will operate and maintain the new stadium as a world-class civic venue for athletic, academic, cultural and community events, while integrating with and contributing to the vibrancy of the Seattle Center.

5. Because an agreement with a private development partner was not expressly contemplated when the LOI was signed, the Parties recognize that the process agreed to in this MOA is a change to the process outlined in the LOI. While the Parties reaffirm their shared commitment to the principles and values underlying the LOI, they agree that the process agreed to in this MOA supersedes any inconsistent process in the LOI.

6. This section outlines the Parties’ basic understanding of their respective roles and responsibilities for the solicitation and selection of a Developer/Operator through the RFP process described below; the design and construction of the Project; and its operation and maintenance. The Parties acknowledge that such understanding would be subject to documentation in the form of legally binding agreements between themselves and the Developer/Operator. While the Parties anticipate the roles and responsibilities described in this Section, any legally binding agreements to carry out these anticipated roles and responsibilities,

such as a development agreement and lease with specified operating requirements, will be subject to the approval of both the Seattle Public Schools Board of Directors and the Seattle City Council, and may include terms and conditions not set forth in this MOA. It is anticipated that any such eventual agreements would reflect the allocation of basic roles and responsibilities between the Parties as follows:

A) SPS and the City will jointly approve the RFP, which will be issued once it has been approved by both Parties;

B) SPS and the City would jointly undertake the management of the RFP process of selecting the Developer/Operator and the City will, in close collaboration with SPS, undertake negotiation of any legally binding agreements with the Developer/Operator selected by the Parties for the design, construction and eventual operation and maintenance of the Project;

C) The City, in a principal role, would oversee the design, development, and construction of the Project in close collaboration with SPS to ensure that the completed Project meets the needs of the Parties as reflected in this MOA and as further negotiated and stated in later agreements between themselves and with the Developer/Operator;

D) The City, in close collaboration with SPS, will manage the ongoing relationship with the Developer/Operator such that the Project and its Developer/Operator continuously respect the priority use and financial requirements of SPS and the City's requirements for meaningful integration with the operation of the Seattle Center. Among other steps, the City and SPS will create a joint operating oversight group that will include representatives of both Parties, and that will be responsible for joint oversight of the management of the Project after completion;

E) The City will be continuously obligated to ensure that the Developer/Operator operates and maintains the Project in a first-class condition consistent with an objective standard measurable by reference to the maintenance of other reasonably comparable facilities; and

F) The School District will provide a total amount of \$66.5 Million to the Project, and the City will provide, upon City Council approval, a total amount of between \$21 Million - \$40 Million to the Project. Each Party's total funding commitment includes the internal costs, soft costs and other expenses each Party typically includes in its capital projects. The Parties agree that the exact timing for providing their respective funding is to be determined and may be subject to further negotiation with the Developer/Operator.

7. To further their shared goals and vision for the enhanced stadium facility and to seek a Developer/Operator for the redevelopment of the stadium, the Parties agree to collaborate on the preparation and joint issuance of a Request for Proposals for the Redevelopment of Memorial Stadium at Seattle Center (the "RFP"). The RFP will invite proposals from qualified parties interested in redeveloping, operating, and maintaining the new Memorial Stadium as a world-class civic stadium for athletic, academic, cultural, and community events, and in making a substantial financial contribution (as discussed above) to the development of the Project. Through the RFP process, SPS and the City hope to select a proposal that best meets the objectives developed jointly by the parties and described in more detail in the RFP. The City will provide the resources necessary to draft the RFP and manage the advertising and selection process, and SPS will designate one or more RFP representatives to collaborate with the City to ensure that SPS's interests are met.

8. The Parties agree that the RFP will identify the design elements and operating requirements described in this Section as essential for the continued participation of each of the

Parties in the Project. SPS will require that the new stadium be student-centered, provide a minimum of 4500 seats, meet Washington Interscholastic Activities Association (WIAA) requirements, construct four separate locker rooms, an official locker room, concession stands, restroom facilities, synthetic turf, and field lights, and restore the Memorial Wall, pending restrictions or obligations resulting from a historic landmarks designation or clearance process. SPS will also require that the RFP set forth requirements concerning the construction schedule; its priority use needs; a completion guarantee; and remedies should the Developer/Operator fail to meet its obligations to operate and maintain the Project in a first-class condition as described above.

The City's requirements include the completion of August Wilson Way along the north side of the stadium, the creation of a new open space lid connecting the International Fountain with the new stadium, the creation of service shops and warehouse storage space under the open space lid, and creation of open-view corridors and pedestrian access on all four sides of the new stadium.

Although the conceptual design prepared by the Populous firm will be the reference point for respondents to the RFP, the RFP must also invite prospective respondents to articulate alternative specifications and designs, as long as the above elements, financing commitments and use requirements can be satisfied.

9. SPS owns certain property located immediately east of Memorial Stadium that is currently used for surface parking. The RFP will require proposers to include a proposal for the Memorial Stadium site but will also invite prospective respondents to propose an alternative or addition to the Project that incorporates the parking lot area into the Project footprint ("Site Alternative"). Proposals that include the Site Alternative must also satisfy the requirements of

both the City and SPS, as identified in paragraph 7 above. The RFP will require proposals for the Site Alternative to (i) benefit students, (ii) identify the reasons for incorporating the parking site and its impact on the financial viability of the Project, (iii) demonstrate that the Site Alternative will allow the Project to generate sufficient revenue to compensate SPS at a minimum for the loss of use of the parking lot site, including but not limited to the loss of the revenue currently generated by the parking, as well as a return reflecting the loss of the property for other uses during the term of the applicable agreements.

10. SPS and the City will each individually incur costs in support of the Memorial Stadium redevelopment Project; however, the Parties agree to share equally certain costs in support of the RFP process and the success of this effort, including funding in an amount to be negotiated between the parties for a sports facilities specialist and for one or more consultants with inclusive community engagement and communications expertise.

11. The Parties will continue to collaborate on the preparation of the RFP to prepare for issuance in mid-December 2022, allowing for proposals to be received in early 2023. Either Party has the right to reject, in its sole discretion, any response to the RFP that does not meet their needs and interests as described above. If no response to the RFP is received that both Parties agree represents a basis for further consideration and negotiation, SPS will then have the right in its sole discretion to proceed with the replacement of Memorial Stadium funded solely by the BTA V capital levy. If a Developer/Operator is selected through the RFP process, but no agreement with that Developer/Operator has been reached by June 1, 2023, SPS will then have the right in its sole discretion to proceed with the replacement of Memorial Stadium funded solely by the BTA V capital levy.

[Next page for signatures]

By: 

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Superintendent Brent Jones  
Seattle Public Schools

11/18/2022

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Date

By: 

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Mayor Bruce A. Harrell  
The City of Seattle

11/21/22

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Date



**EXHIBIT 2**  
**SPS/WIAA Program Requirements**

#	SPS Scope Description	SPS Scope GSF or Quantity	SPS Required
1	Stands Capacity: 6,000 seats minimum (W*)	6,000 Seats (8,000 Seats required per RFP)	Y
2	Parking for Team Buses (12) + event officials	0 GSF (assuming on-street)	Y
3	Both sides of stands covered (W*)	incl w/ stands	Y
4	Ticket Booths (W*)	250 GSF	Y
5	Four separate team locker-rooms (W*)	11,000 GSF	Y
6	Team Training Areas (W*)	600 GSF	Y
7	Official's locker-room (W*)	450 GSF	Y
8	Concessions (W*)	600 GSF	Y
9	Restroom facilities / first aid / guest svcs (W*)	2,044 GSF	Y
10	Replacement of the existing athletic field with synthetic turf and cork infill, new field lights (W*)	82,000 SF	Y
11	Restoration of the Memorial Wall	0 GSF	Y
12	Accommodation for Girls Sports (2 of 4 locker rooms dedicated or all gender-neutral)	0 sf additional	Y
13	Press Box/Coaches Booth (W*)	500 GSF	Y
14	Stadium storage & stadium ops / support (W*)	2,000 GSF	Y
15	Sports Hall of Fame and Stadium History displays	incl w concourse	Y
16	Outdoor Performance Stage (raised above field), equipped with stage lighting and entertainment sound system	Unspecified	Y
17	Circulation Capacity minimum: 6000 people incl Public Concourse	6,000 persons (8,000 required for RFP)	Y
18	Athletics Dept HQ replacement IF East Parcel is optioned (incl. existg conf rms); Secured Parking <b>IF East Parcel is optioned</b>	2,500 sf enclosed + parking	Y
19	Parking to accommodate SPS's 6,000 customers (8,000 customers per RFP) or beyond East Parking parcel	N/A	Y
20	State of the Art Video Board	0 GSF	Y
21	State of the Art Sound System	0 GSF	Y
22	SPS use of any areas of Enhanced Facility when scheduled for SPS use	N/A	Y
23	Space program needs to foster the "Student-Athlete" educational program(s)	2000 GSF	Y
24	Further Upgraded Broadcast Facility Stds	TBD GSF	Y
25	Center School Needs (PE program)	incl with field	Y
26	Deepened or specific SPS /Sea Ctr. Org. Partnerships	0 GSF	Y
27	Capacity for 8,000 SPS all-staff gatherings	incl w/ stands and field	Y
29	Conference & Meeting Rooms	Events: 250 persons Assembly: 300 persons	Desired
30	Track & Field (8-lane track + typical TF elements like shot put, pole vault, long jumps, javelin, steeplechase, discus, etc.)	TBD GSF	Desired
31	Orient project for Future SPS admin needs; learning center, skill center, CTE, magnet or other school	0 GSF	Desired
32	Orient project for FUTURE (other SPS) for max program flexibility	0 GSF	Desired
33	Flex Green Room + Instrument Storage	250 - 2000 sf	Desired
34	Indoor Black Box Multi-Use Facility (rehearsal + performance + props/costume storage)	2000 sf	Desired
35	Accommodation for expanded Future Sports (lacrosse, rugby, ultimate frisbee, golf frisbee, others)	0 GSF	Desired
36	Accommodation for Club Sports	0 GSF	Desired
37	Admin / Security (W*)	725 GSF	Y
38	Dock & Staging	25,000 GSF (approx)	Y

NOTE: Those elements listed above with (W\*) indicate they are driven by the Washington Interscholastic Activities Association (WIAA) standards. This Program aligns with SPS's vision for an athletic stadium that supports state playoff and championship football games.

## Exhibit 3

### Seattle Public Schools Board Policies & Procedures

Board Policy No.0030 – Ensuring Educational & Racial Equity (pg.2)


Board Policy No.4237 – Advertising & Commercial Activities (pg. 5)

Board Policy No.4262 – Community Use of Memorial Stadium (pg. 7)

Board Policy No.5201 – Drug-Free Schools (pg. 16)

Board Procedure No.6970 – Naming of School District Buildings (pg. 19)

SPS Procedure D137.00 – Regulations for Stadiums Owned or Leased by SPS (pg. 20)

	<p>ENSURING EDUCATIONAL AND RACIAL EQUITY</p>	<p>Policy No. 0030 November 4, 2020 Page 1 of 3</p>
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The Seattle School Board is committed to the success of every student in each of our schools and to achieving our mission of ensuring that all students graduate ready for college, career and life. We believe that the responsibility for student success is broadly shared by District Staff, administrators, instructors, communities and families. We are focused on closing the opportunity gap and creating learning communities that provide support and academic enrichment programs for all students. Additionally, we believe that it is the right of every student to have an equitable educational experience within the Seattle Public School District.

The concept of educational equity goes beyond formal equality—where all students are treated the same—to fostering a barrier-free environment where all students, regardless of their race, class or other personal characteristics such as creed, color, religion, ancestry, national origin, age, economic status, gender, sexual orientation including gender expression or identity, pregnancy status, marital status, physical appearance, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, have the opportunity to benefit equally.

This means differentiating resource allocation, within budgetary limitations, to meet the needs of students who need more supports and opportunities to succeed academically. A student whose history and heritage are appreciated and celebrated will learn better and be more successful than if that student is forced to overcome a cultural barrier.

With these commitments in mind, Seattle Public Schools will:

- Raise the achievement of all students while narrowing the gaps between the lowest and highest performing students;
- Eliminate the racial predictability and disproportionality in all aspects of education and its administration (e.g., the disproportionate over-application of discipline to students of color, their over-representation in Special Education, and their under-representation in various Advanced Learning programs);

- Ensure all students regardless of race or class graduate from Seattle Public Schools ready to succeed in a racially and culturally diverse local, national, and global community.

In order to achieve educational equity for our students, the district shall:

- A. Equitable Access**—The district shall provide every student with equitable access to a high quality curriculum, support, facilities and other educational resources, even when this means differentiating resource allocation;
- B. Racial Equity Analysis**—The district shall review existing policies, programs, professional development and procedures to ensure the promotion of racial equity, and all applicable new policies, programs and procedures will be developed using a racial equity analysis tool;
- C. Workforce Equity**—The district shall actively work to have the teacher and administrator workforce be balanced and reflect the diversity of the student body. The district shall recruit, employ, support and retain a workforce that includes racial, gender, and linguistic diversity, as well as culturally competent administrative, instructional and support personnel;
- D. Professional Development**—The district shall provide professional development to strengthen employees’ knowledge and skills for eliminating opportunity gaps and other disparities in achievement;
- E. Welcoming School Environments**—The district shall ensure that each school creates a welcoming culture and inclusive environment that reflects and supports the diversity of the School District’s student population, their families, and communities;
- F. Partnerships**—The district will include other partners who have demonstrated culturally specific expertise – including families, government agencies, institutes of higher learning, early childhood education organizations, community-based organizations, businesses, and the community in general – in meeting our high goals for educational outcomes;
- G. Multiple Pathways to Success**—The district shall provide multiple pathways to success in order to meet the needs of the diverse student body, and shall actively encourage, support and expect high academic achievement for all students;
- H. Recognizing Diversity**—Consistent with state regulations and District policy and within budgetary considerations, the district shall provide materials and assessments that reflect the diversity of students and staff, and which are geared towards the understanding and appreciation of

culture, class, language, ethnicity and other differences that contribute to the uniqueness of each student and staff member.

The Superintendent is required to develop procedures to implement this policy, including an action plan with clear accountability and metrics. At least annually the Superintendent shall report to the School Board on the progress towards achieving the goals outlined in this policy. The report shall be based on the annual goals of the district's Equity and Race Advisory Committee which are set in partnership with the Superintendent and the School Board.

Adopted: August 2012

Revised: November 2020


Cross Reference: Policy No. 3207

Related Superintendent Procedure:

Previous Policies:

Legal References:

Management Resources:

	<p>ADVERTISING &amp; COMMERCIAL ACTIVITIES</p>	<p>Policy No. 4237  January 4, 2017  Page 1 of 2</p>
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It is the policy of the Seattle School Board to ensure that school sites remain focused on education, rather than as promoters of commercial activity. However, permitting some advertising or other corporate sponsorships may offer an opportunity for the district to gain revenue.

Advertising or corporate sponsorships shall not distract from learning. Advertising will only be permitted on high school athletic venues, which are locations where interscholastic athletic competitions are held. With the exception of advertising placed on athletic venue scoreboards, advertising on athletic venues in school buildings, e.g., gymnasiums, is only permitted to be visible during interscholastic athletic competitions. Revenues from athletic venue advertising will first and foremost enable equitable funding of the Associated Student Body (ASB) accounts. Advertising is also allowed on the school calendar and revenues received will support the publication of such.

All advertising or corporate sponsorships must be compliant with current District policies, procedures, and practices. In addition, advertising or corporate sponsorship that contains the following is prohibited:

1. Promotion of illicit drugs, alcohol, tobacco, marijuana, or firearms;
2. Promotion of hostility, disorder, or violence;
3. Attacks or demeans any group protected under the district's anti-discrimination policies: sex (gender); race; creed; color; religion; ancestry; national origin; age; economic status; sexual orientation including gender expression or identity; pregnancy; marital status; physical appearance; the presence of any sensory, mental, or physical disability; honorably discharged veteran or military status; or the use of a trained dog guide or service animal by a person with a disability;
4. Defamatory language or images;
5. Promotion or discouragement of religion in a manner contrary to law;
6. Promotion or opposition to a political candidate or ballot proposition;
7. Promotion of a food or beverage inconsistent with our competitive foods policy; and/or
8. Subject matter that is likely to inhibit the functioning of a school.

When approving advertising or corporate sponsorship proposals, the Superintendent or designee shall consider the foregoing and only contract for advertisements or corporate sponsorships that maintain the integrity of the learning environment, and are not in conflict with either established Board policies, the mission of Seattle Public Schools, or federal or state law. The Superintendent or designee is encouraged to support local ventures. Further, the type of athletic venue and the nature of the main users of the athletic venue should be considered in placement of advertisements.

The Superintendent is authorized to develop procedures for this policy, as necessary.

Adopted: September 2011

Revised: June 2012; January 2017


Cross Reference: Policy Nos. 3220; H66.00; H66.01

Related Superintendent Procedure: 4237 SP

Previous Policies: E02.00

Legal References: AGO 9503.00 1995 No. 3, Use of School Districts' Facilities by Student Groups for Religious Purposes

Management Resources: N/A

	<p>COMMUNITY USE OF MEMORIAL STADIUM</p>	<p>Policy No. 4262 February 5, 2014 Page 1 of 9</p>
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## Introduction

Memorial Stadium, located within the Seattle Center, seats about 12,000 people and accommodates activities of a traditional athletic nature, primarily football and soccer games. It is equipped with stands, locker rooms, press box, ticket booths, stadium office, field lights, and score board. Up to 70 parking spaces are sometimes available for use on the field.

### A. ELIGIBLE GROUPS AND ACTIVITIES

Community groups, agencies and special interest groups, both commercial and nonprofit, are eligible to use Memorial Stadium as long as:

1. The activity would not harm or potentially harm the 'facility or the School District's relationship with the community;
2. Satisfactory sponsorship and adult supervision are provided;
3. The activity would not violate School Board policy, City ordinance, or state or federal law.

The Seattle School District does not discriminate based on sex, sexual orientation, race, national origin, age, and/or handicapping condition.

### **Priority Users**

Seattle School District programs have priority for use of Memorial Stadium. After the school program has been established and its needs are met, other groups or individuals may rent the facility on a first come, first served basis. Memorial Stadium is not included in the interagency facility use agreement between the District and the Seattle Parks Department or any other public agency.

**Group I** activities include Seattle School District initiated student or employee activities, including the fair share of League, WIAA state-level playoff events hosted by the Seattle School District. There is no charge for Group I.

**Group II** includes non-profit organizations/activities and these are further



categorized as follows:

**Group IIA** - K-12 population - non-community based: This category covers character building activities for children from Seattle. For example, the Greater Seattle Junior Football Tourney and the Cascade Drum and Bugle Corps.

**Group IIB** - K~12 population - non-community based: This category includes character building activities for children primarily from outside Seattle. For example, WIAA playoffs beyond the fair share hosted by the Seattle School District, Kingco football championships, and practices for football teams, bands, etc. from outside the Seattle School District.

**Group IIC** - Adult groups/activities - community based: This category includes adult activities whose participants are primarily from Seattle. For example, Seattle Pacific soccer practice and games, Seattle Police Guild football practice, and Calvary Fellowship concerts.

**Group IID** - Adult groups/activities - non-community based: This category includes non-student activities whose participants primarily live outside Seattle. For example, the American Heart Association football games.

**Group III** - For profit/commercial organizations: This category covers activities which are sponsored by profit-making organizations such as the Coca-Cola sponsored kick-pass-punt event.

## B. STADIUM USE CHARGES

Costs for using Memorial Stadium depend on what facilities are used, what School District services are needed, the hours of use, and the category of users. Direct and indirect cost rates are periodically revised, but the 1988 rates are shown on table 1.

**Group I** - No charge.

**Group II** - If no admission is charged, the rental fee for Group II activities is as follows:

**Group IIA** - Group IIA activities are charged direct costs.

**Group IIB** - Activities are charged direct costs plus 50% of the indirect cost rate.

**Group IIC** - are charged direct costs plus 75% of the indirect cost rate, and Group 110 are charged direct costs plus 9% of the indirect cost rate.

Any admission charges should be designed to cover only the cost of programs

and facility use. When admission is charged, the rental rate is either the same rate as described above or 1 % of admissions, less cost and tax, whichever is greater.

**Group III** - This category is charged direct costs plus 110% of the indirect cost rate or 1 % of the admission fee, whichever is greater.

## C. PROCEDURAL INFORMATION

### **Application Procedures**

Applicants must make sure they can meet the requirements that govern the use of Memorial Stadium. Then they must tentatively reserve the facility by calling the Coordinator of Athletics at 281-6244. Use of the facility is not guaranteed until a completed lease agreement is signed and on file at the Athletic Office.

At least one month before the desired event, an applicant must submit a letter of application to the Coordinator of Athletics for the Seattle School District, 401 5th Avenue North, Seattle, Washington 98109. The letter should indicate:

1. The group sponsoring the activity;
2. The date(s) and time(s) of requested use;
3. A description of the event, including any pre-game or half-time activities;
4. The facilities requested for use (for example, locker room, field, press box, ticket-booth, stadium office, field parking, one or both sides of the stands);
5. Any set-up time required such, as for setting up scaffolding or staging areas;
6. The amount of time for removing any equipment such as scaffolding;
7. The time the initial crew would like to arrive on the day of the event;
8. The starting and anticipated ending times for the actual activity;
9. The number of participants (or number of teams) and the number of spectators expected;
10. Whether use of the PA system or score board is requested and if so, who would operate them;
11. Any equipment, implements, or fixtures that the group intends to bring to the facilities such as staging areas, orange cones, tripods, portable risers, and props for half-time events; and
12. Whether the group plans to sell anything at the event and if so, what.

After the Coordinator of Athletics receives the letter of application, he/she will schedule a meeting to discuss it with the applicant. Unless the requested use is denied, the Coordinator of Athletics will prepare a lease agreement to be signed by the School District and the user. A lease signed by both parties constitutes approval of the requested use. The lease outlines the rules that apply and states the rental charges as calculated by the Coordinator of Athletics (or his/her designee).

If an applicant wants to protest a rental charge or a denial of Stadium use,

he/she may refer the matter to the Property Manager and then the Assistant Superintendent of Capital, Facilities and Enrollment Planning.

**Damage Deposit and Payment of Rental Fee**

A damage deposit and other additional services fees, e.g., electrical hook-ups must be paid in advance. Unanticipated charges, such as for extra custodial time, will be billed when the event is over and are due within one week of billing.

All payments must be made by cash or certified check payable to the Seattle School District and delivered or mailed to the Athletic Office, Seattle School District, MS

Direct Costs:		<u>SSD</u>	<u>Non-Profit</u>				<u>Profit</u>
		<b>Group I</b>	<b>Group IIA</b>	<b>Group IIB</b>	<b>Group IIC</b>	<b>Group IID</b>	<b>Group III</b>
Stands	*CL	N/C	\$138.00 Ea/use	\$138.00 Ea/use	\$138.00 Ea/use	\$138.00 Ea/use	\$138.00 Ea/use
Locker Room	CL	N/C	\$12.50 Ea/use	\$12.50 Ea/use	\$12.50 Ea/use	\$12.50 Ea/use	\$12.50 Ea/use
Field	CL	N/C	\$88.00 Ea/use	\$88.00 Ea/use	\$88.00 Ea/use	\$88.00 Ea/use	\$88.00 Ea/use
Press Box	CL	N/C	\$12.50 Ea/use	\$12.50 Ea/use	\$12.50 Ea/use	\$12.50 Ea/use	\$12.50 Ea/use
Ticket Booth	CL	N/C	\$3.00 Ea/use	\$3.00 Ea/use	\$3.00 Ea/use	\$3.00 Ea/use	\$3.00 Ea/use
Stadium Office	CL	N/C	\$9.00 Ea/use	\$9.00 Ea/use	\$9.00 Ea/use	\$9.00 Ea/use	\$9.00 Ea/use
Field Lights		N/C	N/C	N/C	N/C	N/C	N/C
Custodian Supv.		N/C	\$30.00 hr/per use	\$30.00 hr/per use	\$30.00 hr/per use	\$30.00 hr/per use	\$30.00 hr/per use
Stadium Mgr. Supv.		N/C	\$30.00 hr/per use	\$30.00 hr/per use	\$30.00 hr/per use	\$30.00 hr/per use	\$30.00 hr/per use
Indirect Costs		N/C	N/C	\$50.00	\$75.00	\$90.00	\$110.00

Indirect costs include:

- Capital Investment Turf
- Amortization Maintenance
- Utilities
- District Administrative Services

\*CL = Cleaning

**Cancellation**

The School District reserves the right to cancel a Stadium lease when it is in the

best interest of the District to do so. If a lease is canceled, the District will refund any advance payment made. The tenant will not be reimbursed for other expenses and has no right to damages.

#### D. RULES AND REGULATIONS

The following rules apply to anyone who leases Memorial Stadium. The lease agreement may specify additional requirements and supersedes this list if the two conflict. In this list, the group or individual who leases the facility is referred to as the tenant.

**Insurance:** The tenant must obtain personal injury liability insurance with limits of \$1,000,000 (one million dollars) per person and \$1,000,000 (one million dollars) per occurrence. The certificate of insurance must name the Seattle School District as an additional insured and must be delivered to the Coordinator of Athletics at least two working days before the event. The policy must state that it can't be canceled or altered without ten days' prior written notice to the Seattle School District's Coordinator of Athletics.

**Accidents and Indemnification:** The tenant must protect, indemnify and hold harmless the Seattle School District and its officers and employees from any; claims, liabilities, damages, expenses or rights of action directly or indirectly growing out of the tenant's use of the facilities.

**Supervision and Event Management:** The tenant is solely responsible for the conduct of anyone admitted to the premises by the tenant, the tenants agents or employees. Therefore, the tenant must have adequate supervisory and security personnel to insure orderly conduct and the safety of property and people. The tenant must also make sure no one enters areas of the premise that aren't leased.

The School District may require that a given number of security personnel be on hand and/or that a designated School District employee be on duty as a Stadium manager. (The costs for any School District employees is included in the rental fee, and the costs for private security personnel are paid directly by the tenant.)

The School District reserves the right to eject any objectionable person(s) from the premises and the tenant cannot claim damages against the School District for ejecting anyone.

**Equipment and Facilities:** Only those facilities and equipment agreed to in the lease are available for the tenant's use. When the use of equipment is allowed, a competent operator must be in charge.

The School District will not make or allow alterations to its facilities and equipment, except with the approval of the Assistant Superintendent for

Capital, Facilities and Enrollment Planning. For example, the PA system cannot be adjusted, rows of bleachers cannot be removed, and fixtures such as eyebolts and other hardware cannot be applied to the facilities. (See also the section on Care of the Premises.) Alterations with a projected construction cost over \$100,000 shall require the same approvals as a contract under Board Policy No. 6220.

**Parking:** Parking privileges are not included unless specified on the lease.

**Care of Premises and Responsibility for Damages:** The tenant must not mark the premises. For example, nails, hooks, tacks, or screws cannot be driven into the buildings, structures, fields or stands. Nails, etc., are prohibited on the premises except as provided in the lease agreement.

The tenant must make sure the water closet is used only for its intended use. For example, rubbish, rags, paper and other substances must not be thrown inside it.

The synthetic surface of the field is fragile. Use of the field is allowed only for football, soccer, lacrosse, field hockey, rugby, cricket, softball, baseball, physical exercises, physical education activities, playground surfaces, marching band, military drills, maintenance vehicles using pneumatic rubber tires, pedestrian traffic and other similar uses.

Additional rules pertaining to field use are as follows:

1. The tenant must keep all non-participants and unauthorized persons off the field;
2. All participants using the field must wear a molded sole shoe or tennis shoe;
3. Crepe paper, soft drinks, gum, coffee, food and other items that would stain or damage the surface must be kept off the field;
4. Motor vehicles are prohibited on the field unless permission has been obtained; and
5. Nothing may be set up on the field unless permission has been obtained and any required provisions are followed.

If the facility is damaged by the act, default, or negligence of the tenant or the tenant's agents, employees, patrons, guests or any person admitted to the premises by the tenant, the tenant must pay the cost of repair.

**Animals:** Spectators cannot bring animals on the premises. Animals are generally not allowed as part of performances, but occasionally the District will make a written exception to this rule.

**Concessions:** Only the Seattle District can sell or dispense food or beverages on the premises, unless expressly permitted by the use agreement. The tenant cannot sell anything except souvenir programs unless it gets the written

consent of the Seattle District.

**Drugs, Alcohol, and Glass Containers:** Alcohol, illegal drugs, and glass containers are prohibited. The tenant is responsible for making sure none are brought on the premises.

**Fire Safety and Insurance Standards:** The tenant must not violate the provisions of any insurance policy for Memorial Stadium or cause the rate of insurance to be increased.

Fireworks are prohibited. Flammable liquids such as oil, camphene, kerosene, naphtha, and gasoline are prohibited for any purpose unless the tenant has obtained written permission from the Coordinator of Athletics. Similarly, the use of anything other than electricity for lighting is prohibited unless written permission is obtained.

**Signs:** Signs, advertisements, show bills, lithographs, posters, etc., are not allowed except by prior written permission and in designated areas. Permission is never given for posting signs, advertisements, etc., that are unrelated to the tenant's event, and the School District reserves the right to remove objectionable signs, advertisements, etc. Readerboard use is restricted to messages of the School District and District-sponsored activities.

**Lost and Found:** The School District has sole custody of articles left on the premises. Such items must be turned in to the Stadium manager, or the custodian's office, at the northeast corner of the field level.

**Access:** The School District's agents and employees maintain the right to enter any part of the premises at any time.

**Ticket Sale Funds:** The School District has the first lien and claim on the tenant's ticket receipts for any money the tenant owes it. The District has the right to sell and take tickets related to the leased event. It can hold ticket sale funds to obtain money the tenant owes, but in other respects, its handling of ticket receipts and funds must be for the tenant's benefit. The School District is responsible for mishandled funds only if it is grossly negligent or acts in bad faith.

**Vacating the Premises:** The tenant must leave the premises in its original condition except for normal wear and tear. By the ending time on the lease, the tenant must remove all equipment, supplies, and materials that the tenant brought. If the tenant leaves any property, the School District can remove it at the tenant's cost or can charge the tenant rent until it is removed. If rent is charged, it is at the same rate the tenant was charged for renting the facility.

**Assignment:** The tenant may not assign the lease agreement, let anyone else use the premises, change the use specified in the lease, or sublet the premises

without written approval of the School District.

**Damage or Destruction Rendering the Facility Unusable:** If an unforeseen occurrence, such as a fire or earthquake makes it impossible for the School District to fulfill the lease, the lease terminates. In that case, the tenant pays rent at the specified rental rate only for the time the facility was usable. The tenant must waive all claims for expenses or other damages that result from the termination.

**Vacancy During Term of Lease:** If the facilities are vacated before the time specified in the lease, the School District can rent them to someone else. Rental fees from the new tenant are first used to cover the cost of re-letting and then to pay any rent still due from the original tenant. Any surplus amount belongs to the School District.

If requested, the original tenant must pay what it owes for its rental fee minus the net rental fee from the new tenant. The School District is not obligated to try to re-let the facilities. If the facilities are not re-let, the original tenant must pay the full amount of its rental fee.

**Failure to Comply:** If the tenant does not pay the rental fee or does not comply with other lease requirements, the School district can cancel the lease and remove all persons and property related to the tenant's use of the facility. If this happens, the tenant is still responsible for paying the entire rental fee.

**Validity of the Lease:** If the School District fails to enforce or waives one or more of the lease provisions, the remaining lease provisions still apply.


**Costs, Attorney's Fees, Applicable Laws:** If either the School District or the tenant violates the lease and the other party files suit, whoever wins the lawsuit is entitled to recover attorney's fees and taxable costs as part of the judgment. Washington State laws govern the interpretation of the lease, and the Superior Court of the State of Washington for King County has sole jurisdiction over legal challenges.

**Compliance With School District Rules and Applicable Laws:** The tenant must comply with applicable School District rules, City ordinances, and state and federal statutes and regulations. If the tenant learns that it, its employees, or anyone it admitted to the premises, is violating an applicable regulations, the tenant must immediately correct the violation.

Adopted: September 2011  
Revised: February 2014  
Cross Reference:  
Related Superintendent Procedure:  
Previous Policies: E56.00

Legal References:  
Management Resources:



	<p>DRUG-FREE SCHOOLS, COMMUNITY &amp; WORKPLACE</p>	<p>Policy No. 5201 May 13, 2020 Page 1 of 3</p>
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The Board has an obligation to staff, students and citizens to create a safe workplace and learning environment.

“Workplace” is defined to mean the site for the performance of district work, including but not limited to, any school building or any school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; and off school property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the district.

The Board declares that the following behaviors for all staff, students, vendors, volunteers and visitors are prohibited:

- A. Reporting to the workplace or being on district property under the influence of alcohol, illegal and/or controlled substances, including marijuana (cannabis), which includes smelling alcohol on a person’s breath.
- B. Using, possessing or transmitting illegal and/or controlled substances, including marijuana (cannabis) and anabolic steroids, in any amount or in any manner on district property or a district workplace at any time or when involved in a school district activity on or off school district property. Possession of a marijuana-infused product by a valid recognition card designated provider parent/guardian visitor and use of a marijuana-infused product by a valid recognition card qualifying patient student is not prohibited.
- C. Possessing alcohol in a school or district building. Possessing an unopened container of alcohol in a locked motor vehicle is not prohibited.
- D. Having consumed or using alcohol at the workplace or on district property.
- E. Using district property or the person’s position within the district to make or traffic alcohol or controlled substances.
- F. Using, possessing or transmitting illegal and/or controlled substances, including marijuana (cannabis), in a manner that is illegal and/or detrimental to the interest of the district.
- G. Illegal furnishing of alcohol to a student.

Any staff member who is taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of his/her job. If the use of a medication could compromise the safety of the staff member, other staff members, students or the public, it is the staff member's responsibility to use appropriate personnel procedures (e.g., use leave, request change of duty, or notify his/her supervisor of potential side effects) to avoid unsafe workplace practices. If a staff member notifies his/her supervisor that the use of medication could compromise the safe performance of his/her job, the supervisor, in conjunction with the Human Resources Department, will determine whether the staff member can remain at work and whether any work restrictions will be necessary.

Any staff member convicted of a crime attributable to the use, possession, or sale of an illegal and/or controlled substance, including marijuana (cannabis), will be subject to disciplinary action, including immediate termination. Any staff member convicted of a crime attributable to the use, possession or sale of alcohol that impacts their ability to perform the essential functions of their job or to be at work will be subject to disciplinary action, including immediate termination.

As required in the Drug-Free Workplace Act, each employee, as a condition of employment, shall notify his or her supervisor of a conviction under any criminal drug statute violation occurring in the workplace as defined above. Such notification shall be provided no later than five days after such conviction. The district shall inform the federal government within ten days of such conviction, regardless of the source of the information.

Each employee shall be notified of this district policy in new employee materials. Any staff member who violates any aspect of this policy may be subject to disciplinary action, which may include immediate discharge.

The district may notify law enforcement agencies regarding a staff member's violation of this policy at the district's discretion or take other actions as the district deems appropriate.

The district's confidential Employee Assistance Program is available to assist employees with substance abuse issues. The district recognizes that alcoholism and substance abuse are treatable medical conditions and that the use of controlled substances may lead to chemical dependency and may affect an employee's job performance. Therefore, the district offers assessment and referral services through its Employee Assistance Program to employees and their immediate family members seeking confidential assistance. The availability and/or use of these services do not waive the employee's responsibility to comply with Board policies and/or meet expected standards of work performance.

Adopted: October 2011


Revised: May 2020; July 2017; January 2014

Cross Reference: Policy Nos. 3423; 4215; 5203; 5230; 5280

Related Superintendent Procedure:


Previous Policies: F07.00; F07.01

Legal References: 41 USC §§ 701-707 Drug Free Workplace Act of Subtitle D 1988 and as amended in 1989; 41 USC § 8103 Drug Free Workplace Requirements for Federal Grant Recipients; 20 USC §§ 7101-7118 Safe and Drug-Free Schools and Communities Act; 21 U.S.C. 812 Controlled Substance Act; RCW 69.50.435 Violations committed on school bus or in or near school grounds or school bus route stop; RCW 69.51A.220 Health care professionals may authorize medical use of marijuana – Qualifying patients under age eighteen; RCW 69.51A.225 Students who qualify for the medical use of marijuana – Consumption of marijuana-infused products on school grounds; RCW 28A.210.325 Medical Use of marijuana-infused products – Administration by parent or guardian – School districts to develop policies  
Management Resources: *Policy News*, July 2019; December 2015; February 2013; December 2011; February 1999

 <p>SEATTLE PUBLIC SCHOOLS</p>	<p>NAMING OF SCHOOL DISTRICT BUILDINGS</p>	<p>Policy No. 6970 February 15, 2012 Page 1 of 1</p>
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It is the policy of the Seattle School Board that Board approval be obtained for all decisions to name a building, name a portion of a building, or to change the name of a building or a portion of a building.

Adopted: February 2012  
Revised:  
Cross Reference:  
Related Superintendent Procedure:  
Previous Policies: H10.00; H10.01  
Legal References:  
Management Resources:

	<p style="text-align: center;">REGULATIONS FOR STADIUMS OWNED OR LEASED BY SEATTLE PUBLIC SCHOOLS</p>	<p style="text-align: center;">Procedure D137.00  November 1998  Page 1 of 2</p>
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## **Board-Adopted Procedure**

### Introduction

The behavior of students at games is the responsibility of the school staff members in attendance. The stadium, for the safety and well-being of all, requires adherence to specific rules as stated below.

### Rules

1. Drinking or possession of liquor, use or possession of illegal drugs, or use or possession of weapons by any person on stadium premises is strictly prohibited.

**Any violation of rule 1 will subject offenders to immediate removal from the stadium, arrest and prosecution. No ticket prices will be refunded.**

2. Smoking on stadium premises is strictly prohibited.
3. Throwing of objects or the scattering of paper in the grandstands, on concourse, field, or entrance plaza is prohibited.
4. At Memorial Stadium, steel gates located on the east concourse behind the scoreboard shall be closed, when necessary, to prevent the movement of spectators after the game has started. These gates shall not be opened until a few minutes before the end of the game. Each student body shall remain in its own grandstand section during the game.
5. There shall be no display on stadium premises of signs, banners, or placards advertising persons or events other than the program in progress. (This is also a general regulation applying to other places where athletic programs are held.) All signs must be in good taste and exemplify good sportsmanship.
6. Animals may not be brought into the stadium.

7. Spectators may not go onto the field or into the dressing rooms without authorization from the stadium management.
8. Students shall not sit in sections designated for adults unless accompanied by parents.
9. The use of horns, power horns, or any other instrument or device for the purpose of noisemaking is prohibited.
10. Automobiles, trucks, or other vehicles may not be brought into the stadium unless authorized by the game manager.

**Any violation of rules 2-10 may subject offenders to ejection from the stadium. In the event of ejection, no ticket prices will be refunded.**

### Procedure

Principals or designee(s) will inform students of these regulations.

Adopted:

Revised: August 1984; November 1998

Cross Reference:

Related Superintendent Procedure:

Previous Policies: H47.03, H27.03

Legal References:

Management Resources:

**Exhibit 4**  
**PRINCIPLES FOR DESIGN INTEGRATION**

**1. SPS STUDENT-CENTERED PROJECT OBJECTIVES**

Gone is the 76-year-old stadium of 1947, used for decades historically for high school football and soccer practice and competitions, SPS graduations and host to the occasional high school post-season athletics playoffs.

SPS's future vision for a new Memorial Stadium is brighter, more expansive, leveling, equitable, widely embracing, innovative in its teaching/learning from classroom to athletic field to arts education and beyond. SPS is committed to serving Seattle through the holistic education of its students. The new Memorial Stadium will maximize opportunities to bring student athletics, arts and culture together to a common and central place. It will showcase how SPS increases student excellence by breaking down the historic binary nature of instruction (arts vs athletics vs core curricula).

**STUDENT CENTERED PROJECT OBJECTIVES**

- It will be informed and inspired most importantly by student experience, voice, inspiration and aspiration.
- Student engagement, agency, voice, representation and ownership in every step of project development.
- The Facility and its programs will directly develop and strengthen the Student-Athlete by building:
  - Discipline, Goals & Achievement-Focused Learning;
  - Teamwork, Strategy, Character, Accountability, Resilience, Humility, Confidence, Pride;
  - Social-Emotional Learning, Relationships and Bonding, Emotion Management;
  - Physical Health, Nutrition.
- The Facility will provide new spaces to strengthen partnerships between SPS and resident organizations at Seattle Center, with a goal of encouraging organizations to offer youth programs specific to Seattle students.
- The Facility will be suitable to host Career and Technical Education (CTE) opportunities and be a training ground for careers in arts, performing arts, science, culinary arts, sports, journalism and sports management at a minimum; with access to skilled workers and professionals on the ground.
- The Project will be designed and oriented around the future needs of SPS students:
  - Orientation/organization of the Stadium and Field project to future potential SPS programming and uses on Parcel A (field) and toward Parcel B (east lot) by maximizing future flexibility;
  - Orientation/organization of the Stadium and Field project toward Seattle Center resident organizations directly in support of SPS partnerships with them;

- Direct proposed development (“Optional”) on Parcel B (east lot) must consider future potential SPS programming, uses and partnerships that bear synergy with this Student-Centered vision.
- The Student-Athlete ethos and brand throughout the Facility will be highly visible and prevalent.
- The programmatic and aesthetic approach for the Facility design will be at minimum “collegiate”, “career professional” and inspiring to achieve SPS goals including college prep and career readiness.
- Athletics League Standards (Collegiate, USL, NWSL, NCAA) will guide design, function and operations, while WIAA will govern minimum standards for athletic uses.
- SPS Design Guidelines (see link or exhibit) and SPS Essential Technical Standards (see link or exhibit) will govern minimum requirements for project development.
- SPS will maintain priority scheduled use of the premises and entire Facility for its students and families pursuant to a calendar (see appendix or exhibit), while making significant room for scheduled use by the private Developer-Operator for its exclusive purposes. This will minimize SPS’s costly rental of neighboring facilities on a regular basis and secures / preserves facility space for student learning, training, career readiness and connections.
- Successful integration of student, family and broader community use concurrently, seamlessly and at times exclusively at the new Memorial Stadium is seen as the goal of SPS and the City as true and strong partners.

## **2. SPS EDUCATIONAL SPECIFICATIONS DESIGN PRINCIPLES**

The following Design Principles are relevant excerpts from the SPS 2016 High School and 2021 Middle School Educational Specifications and describe principles that guide the design of school district facilities. The SPS Educational Specifications are based upon the philosophy, values and beliefs that are expressed in the District’s Strategic Plan and are intended to provide guidance to designers of student-centered facilities that best support the needs of all students in the school district.

### HOW BUILDING DESIGN CAN BEGIN TO SUPPORT A LEARNER-CENTERED ENVIRONMENT

- The facility is designed with students’ needs placed first.
- The facility and campus provide opportunities for students to explore hypotheses and test ideas.
- The facility provides spaces for interdisciplinary learning to occur, as well as spaces for staff collaboration.
- The facility provides spaces for student work to be prominently displayed throughout the facility (e.g., athletic awards and titles, student photo displays, visual arts displays).
- The facility provides access and space for parents and community members to collaborate meaningfully as learning partners.

### PERSONALIZATION



- Make spaces where students and staff of all abilities feel comfortable: benches and platforms where they can sit; quiet spaces where they don't feel overwhelmed.
- Career & Technical Education (CTE) programs in new facilities shall be selected to broaden and diversify the options for students in each geographical area of the city, and to leverage the resources and potential partnerships in each area.
- To support continued personalization as career choices change, spaces shall be designed flexibly to accommodate a range of potential programs over time.

#### FLEXIBILITY & ADAPTABILITY

- Provide a variety of small, medium, and large as well as formal and informal spaces for flexible groupings of students.
- The facilities should be designed to be nimble (to change daily or weekly), flexible (to support a variety of curriculum models and to change over time without substantial cost), and scalable (to accommodate changes in demand).
- In order to support staff collaboration and program flexibility, shared staff planning areas shall be provided.
- Flexible learning spaces allow for interactions and collaborative work, which are fundamental to the development of student skills and knowledge. These types of spaces support leadership, communication, teamwork, and social emotional growth.
- Building Systems and Infrastructure should accommodate change throughout intended life of the structure.
- Spaces throughout the facility should be thought of in how they support the primary use but also accommodate secondary and tertiary uses.
- Space design should accommodate diverse learning needs. Spaces should be easily reconfigurable to allow multiple learning activities to occur.
- Space should be designed in anticipation of evolving learning needs, as both student populations and the relevance of specific subjects and pedagogy change over time.

#### SAFETY & SECURITY

- The facility should be a welcoming beacon with an entry that is easily managed; provides a good sense of orientation and wayfinding; and expresses the culture and values of SPS's communities.
- Provide transparency inside and out for "eyes on the street" as well as visibility of activities, which increases the perception of safety and security and contributes to sustaining community.
- Zone the buildings with layers of protection, while still providing for after-hours and community use of certain public spaces.
- Consideration should be given to using building elements, circulation paths and sightlines to create "layers of protection" within the school environment. The first layers of protection are

the site perimeter fencing, surveillance from inside to outside, a secure entry vestibule, and access management.

#### CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

- SPS advocates the use of principles of Crime Prevention Through Environmental Design (CPTED).

#### PERSONAL SAFETY & SECURITY

- SPS facilities will be physically and emotionally safe and secure for all students, staff and visitors. SPS has a no tolerance policy towards weapons on its campuses, properties and at District-sponsored activities.

#### COMMUNITY & COLLABORATION

- Create spaces that enhance social connections and build a sense of community.
- Provide small groupings of administration offices located in key areas that enhance adult interactions with students while maintaining a core administration area near the main entry.
- The facility design incorporates and helps convey SPS's mission to the community.
- The facility design incorporates elements that emphasize the purpose of the site and how each person contributes to the success of students.
- SPS's vision and focus are apparent in the facility design and shared by staff, students, parents, and the community.
- The facility provides spaces for students to be mentored by community members.

### **3. SPS TECHNICAL STANDARDS**

The following technical standards are excerpts from the SPS Technical Building Standards (2021 Draft Version) and describe minimum requirements for design and construction. These standards have been developed to meet the needs of students, meet student athletics requirements, and to support equity, safety, and positive learning environments for all students. Specific requests for deviation from these standards will be considered but any exceptions must be approved by SPS prior to incorporation into the design.

#### SYNTHETIC TURF SURFACING

- All synthetic turf systems shall be designed to be accessible to all users.
- Systems shall be designed to correspond with National Federation of State High School Associations minimum guidelines and recommendations.

- Standard turf height (pile height) should be in the range of 2.0" to 2.5" inches, shorter pile height may be considered depending on the application.
- All components to the synthetic turf system shall be certified to be non-toxic.
- Natural infill products shall be used. Infill shall be a natural-based product, such as sand and cork. At the time of the development of these standards, sand combined with cork is the desired infill product. However, it is understood that with development of technology coupled with issues around resource availability, alternative natural-based products may also be considered.
- Impact Attenuation Layer: All synthetic turf systems shall be subject to recurring impact attenuation testing throughout the warranty period of the synthetic turf system. Testing shall comply with F1936 testing requirements (impact testing for Gmax). In addition to F1936, F1292 (impact testing for HIC) is highly encouraged to be completed for the project to further understand any safety risks surrounding compaction of surfacing.

TRACK SURFACING

- Track and field event surfaces shall be constructed over one of the following firm bases: 1) impermeable asphalt or concrete paving, 2) permeable asphalt or concrete paving, 3) permeable aggregate, or 4) a pea gravel/polyurethane base mixture.
- All components shall be certified to be non-toxic
- Track system to consist of a top course installed over a rubber base layer. Surface may be permeable to allow drainage through system or may be sealed to provide surface runoff. In the latter condition, a drainage system shall be provided to collect surface water drainage.
- Rubberized surfacing shall have a minimum thickness of ½".
- Finished surface to have uniform texture and color, including seams and joints, without any planarity variations more than specification tolerances.
- Competition track striping shall be certified by a licensed surveyor.

ATHLETIC FIELD LIGHTING

- Manufacturer shall perform point-by-point calculations per field use.
- Lighting shall meet IES RP-6-15: Sports and Recreational Area Lighting standards.
- Glare analysis and measured verification shall not exceed 0.3 footcandles.
- Supply luminaires with external visor for glare control.

<b>Illumination levels:</b>	<b>Uniformity levels (Max/ Min):</b>
Perimeter walkways: 5 footcandles	

<p>Football:</p> <ul style="list-style-type: none"> <li>• Practice: 30 footcandles.</li> <li>• Performance: 50 footcandles.</li> </ul>	<p>Football:</p> <ul style="list-style-type: none"> <li>• Practice: max 3:1</li> <li>• Performance: max 2.5:1.</li> </ul>
<p>Soccer:</p> <ul style="list-style-type: none"> <li>• Practice: 30 footcandles.</li> <li>• Performance: 50 footcandles.</li> </ul>	<p>Soccer:</p> <ul style="list-style-type: none"> <li>• Practice: max 3:1.</li> <li>• Performance: max 2.5:1.</li> </ul>
<p>Track and Field:</p> <ul style="list-style-type: none"> <li>• Practice: <ul style="list-style-type: none"> <li>▪ Field: 30 footcandles.</li> <li>▪ Track: 20 footcandles</li> </ul> </li> <li>• Performance: <ul style="list-style-type: none"> <li>▪ Field: 50 footcandles.</li> <li>▪ Track: 30 footcandles.</li> </ul> </li> </ul>	<p>Track and Field:</p> <ul style="list-style-type: none"> <li>• Practice: <ul style="list-style-type: none"> <li>▪ Field: max 4:1.</li> <li>▪ Track: max 4:1.</li> </ul> </li> <li>• Performance: <ul style="list-style-type: none"> <li>▪ Field: max 3:1.</li> <li>▪ Track: max 3:1</li> </ul> </li> </ul>

**CERTIFIED ASBESTOS FREE AND LEAD-FREE PRODUCTS**

- All products and materials incorporated into the Project as part of the Work shall be certified as "asbestos-free" and "lead-free" by United States standards. At the completion of the Project the Contractor shall submit Certifications of Asbestos-Free and of Lead-Free Materials certifying that all materials and products incorporated into the Work meet the requirements of this section.

**4. CENTURY 21 MASTER PLAN DESIGN GUIDELINES**

Significant Planning and Design Principles include:

- a. Long-term investments should enhance the Center’s ability to meet its mission, bringing people together to share our communal artistic, civic, and cultural expressions.
- b. The campus should provide programs, services, and attractions for people of every age, background, heritage, culture, and ability as well as for neighborhood residents and workers who may visit every day and for those who travel distances to get here.
- c. Seattle Center should strive to enliven the campus throughout the hours of the day and the days of the year, balancing out the peaks and valleys of programs and activities.
- d. The International Fountain and open space around it should be preserved as the “heart” of Seattle Center.
- e. Open spaces should be increased wherever possible, should build on existing program uses while providing flexibility for future program needs, and should be available to all regardless of ability to pay.

- f. Development should invigorate and update the campus to appeal to the next generation of users, yet changes should honor the campus' historic character.
- g. Pedestrian friendly planning should unify the campus, enhancing the comfort and safety of people on foot.
- h. All planning and design work should promote environmental sustainability.
- i. Pathways and pedestrian connections into and through the campus should be clearly legible.
- j. Design should emphasize flexibility, vibrancy, legibility, and artistic expression.
- k. Campus edges should open to the community and entries should be inviting and festive.
- l. Visual access into and through the campus should draw people to the center of the grounds.
- m. Future Seattle Center development should build on the tradition of being a good neighbor to surrounding residents and businesses.
- n. Transportation planning must be a central element of any development.

## **5. Uptown Neighborhood Design Priorities**

Priority Design Issues for the Uptown Urban Design Guidelines include the following:

- a. A safe, attractive pedestrian environment – where walking is the most enjoyable way to get around
- b. A strong and vibrant Heart of Uptown
- c. Welcoming edges surrounding the Seattle Center
- d. Integration of art and cultural themes, and arts and cultural uses, into new buildings and open spaces consistent with the designation of Uptown as an Arts and Culture District
- e. Integration of new taller buildings in Uptown in innovative yet context sensitive ways that blend with the existing/historic neighborhood fabric
- f. Anticipation of a new light rail station and associated flows of residents, workers, and visitors coming to Uptown and Seattle Center
- g. Recognition of Uptown as a true mixed-use urban center that is active 24/7

Proposers should consider the entire Century 21 Master Plan, including the complete Planning and Design Principles (pages 34-38) and the full Uptown Neighborhood Design Guidelines as an incorporated appendix to this RFP. Proposers should consider ways to promote restaurants, bars, and other neighborhood businesses in support of an emerging Arts and Culture District.

Century 21 Master Plan:

<https://www.seattlecenter.com/Documents/About/PlansAndProjects/SeattleCenterCentury21MasterPlan.pdf>

Uptown Neighborhood Design Guidelines:

<https://www.seattle.gov/Documents/Departments/SDCI/About/UptownDG2019.pdf>

## **EXHIBIT 5**

### **Seattle Center Required Operational Facilities**

#### **Service shops and fleet space**

The proposal must incorporate on-site space to house Seattle Center's trade shops, event support, and building and grounds laborers. This is currently housed in Center Park (approx. 12,000 SF) and an offsite leased shops facility (approx. 20,000 SF).

The Seattle Center trades currently include approximately 60 full time staff, with approximately 15-20 additional intermittent laborers reporting to campus on a heavy event day. The group requires access to a break room, locker room, showers, conference rooms, a shared office/computer room, restrooms, and a minimum of 6 office workspaces for crew chiefs. The trade shops need shop-specific workspace and storage space. Examples of specific requirements of trades and laborers are as follows:

- Carpentry requires vacuum and ventilation
- Electrical requires dry, conditioned storage space
- Metal requires vacuum and ventilation
- Painting requires conditioned space, special ventilation for paint booths, and storage space for paint
- Plumbing Labor and Grounds requires temperature controlled interior storage/pallet racking for bulk materials and equipment. Minimum 18' overhead clearance. Locker room and mud room (can be shared).
- The project must also provide nursery space outdoors, equal to what the City is currently using per its agreement with SPS. Current space includes a 900 SF, 3-bay bulk material storage (soil/mulch/compost); three 8'x12' storage sheds; one fuel locker; one 8'x8' pesticide storage shed; 800 SF plant nursery.
- Secure, partially covered area with access to charging stations and easy ingress/egress for Seattle Center maintenance fleet vehicles which currently include:
- 22 golf carts, 2 pickup trucks, 1 van, 1 garbage truck, 2 sweeper trucks, 1 tractor, 1 trailer, 5 forklifts,
- Riding sweeper/scrubbers, 1 Recycle/garbage vehicle for servicing garbage cans, and 1 Emergency Services SUV

#### **Warehouse**

The proposal must include a replacement for the City's warehouse space currently located under the north stands of Memorial Stadium (approx. 15,500 SF). The area includes high bay storage that supports heavy vehicles for seasonal event related equipment and regularly used supplies for event production and maintenance, and currently includes the following:

- 10'x20' space for controlled recycling of batteries, electronics, fluorescent bulbs, ballast, paint, etc.
- 10'x10' space which must be able to be locked and must be registered with the fire department for storage of hazardous materials.
- Propane storage currently exists in the northwest corner of the stadium site.
- An office space for one full-time on-site Senior Warehouser
- A loading dock to provide access to daily truck loading activity, anticipating increased traffic in advance of Seattle Center special events. Minimum of 3,000 SF of space for dumpsters adjacent to the warehouse, plus the existing City dumpster/compactor location outside of the Stadium north stands, and access to that.



## **Memorial Stadium Community Conversations – Theme Summary March 2022**

*In partnership with Seattle Public Schools and the City of Seattle, the Seattle Center Foundation hosted three Community Conversations in March 2022 with over 70 community members representing 32 organizations. The purpose was to solicit initial feedback on a vision for Memorial Stadium. Below is a summary of what we heard. This first phase of outreach is ongoing.*

### **Equity Commitment**

---

How can a new Memorial Stadium help achieve our equity commitment for youth and the greater community?

#### **Engage youth in the planning and design of the stadium**

- Engage youth from the start, in meaningful ways and in ways that work for them
- Design participants should be representative of who is utilizing facilities
- Youth involved in the stadium's design, programming, artwork, mentoring, and employment opportunities

#### **Create a welcoming and culturally inclusive space for all**

- Inclusivity in planning, design, and programming
- A space that feels welcoming and culturally inclusive
- Importance of art and youth artists ("It's like a canvas. It's a place for people like me to express themselves.")
- Opportunity to connect education with our local cultures (e.g., promoting cultural growth, connection, and awareness)

#### **Ensure accessibility**

- ADA accessibility
- Conducive to neuro-divergent populations in both its design and programming (e.g., persons with sensory challenges)
- Physically and visually accessible (e.g., "porous to the Seattle Center and surrounding community", open to the public, east and west-side accessibility)
- Address public transportation/access to the stadium
- Ensure accessibility in the designing of any web presence as well

### **Offer a wide variety of programming that engages all youth**

- A “student hub of extracurricular opportunities” for all students (e.g., workshops, summer programs, etc.; “a magical space for arts and cultural events,” “a place you think of more often than where graduation took place”)
- Versatility in both design and use
- Safe, well-lit space for less structured activities; not a lot of options for “kids in the neighborhood to just kick a ball”

### **Embed equity in every aspect of this project**

- Equity is not an add-on or second tier; it is the umbrella under which everything else occurs
- Equity needs to be “the water we are swimming in”
- “Who needs to be included in the creation of the table?”
- Use SPS/City’s equity analysis tools to focus our work

### **Honor and partner with our Tribal communities from the beginning**

- Proactively partner with our region’s Tribal Nations, Urban Indian, and Native-serving organizations (e.g., Chief Seattle Club, United Indians of All Tribes Foundation, etc.)
- Tribal partnership is essential for this project

### **Bring more transparency and diversity to this community engagement process**

- Engage communities in both the planning of and participation in forums like this
- Engage additional Tribal, BIPOC, people with disabilities, neurodiverse, and other populations right away
- Again, use SPS/City’s equity analysis tool to guide community engagement

## **Partnerships**

---

What are the most exciting potential partnerships you’d like to see and could potentially bring to the table for a new Memorial Stadium? How would this benefit youth and the greater community?

### **While continuing existing relationships, expand the number & type of partners involved in the stadium, with a central focus on serving youth**

- Broaden stadium use beyond athletics (e.g., weave together sports, education, arts, fashion, culture, performances, etc.)
- Build upon the hundreds of existing partnerships that SPS and Seattle Center already have and identify new partnerships; How do we make sure those communities that have had access in the past continue to have access and those looking in from outside get some time?
- Participants identified many potential partners including but not limited to:
  - Council General of Mexico
  - Creative Advantage
  - El Centro de la Raza
  - Gates Foundation
  - KEXP



- King County Play Equity Coalition
- Live Nation
- Music Commission
- Oak View Group
- Positive Coaching Alliance
- Sea Mar and other health care organizations
- Seattle Center resident organizations
- Seattle Arts Commission
- Seattle Center Foundation (organizations represented on its board)
- Seattle Seawolves (with focus on student employment and youth opportunities)
- Special Olympics (both an athletics and leadership program)
- SPS Arts Equity Initiative
- The MoPOP
- Uptown arts and culture organizations
- VERA

### **Use partnerships to expand opportunities for youth**

- Provide students with disabilities opportunities through Special Olympics
- Create opportunities for nonbinary kids to access athletics
- Offer youth a variety of athletic options (e.g., rugby, ultimate frisbee)
- Create employment, internship, and apprenticeship opportunities (e.g., entry-level trade jobs)
- Partner with low-income housing organizations to provide a safe space place for kids to play
- Expand arts and culture opportunities for youth
- Create a world-class venue through partnerships (“all eyes on Seattle”)

### **Plan for financial sustainability**

- Acknowledge the “public/private tension” but be creative about how to mitigate it
- There are solutions for how to weave together public and private uses while keeping students at the center (e.g., naming rights, sliding scale use, simultaneous inclusive/exclusive use options)
- Field is unused 90% of the time; represents a huge opportunity

### **Remove as much red tape/barriers to partnership as possible**

- Streamline process/paperwork for using the stadium; shouldn’t be a huge burden for the community
- Allow free/open access when not in use, as there is a lack of well lit, available play fields for kids across the city

### **Additional comments**

- Connect to Climate Pledge
- Consider having admission taxes go to the Office of Arts and Culture
- Desire to see Memorial Stadium remain an independent venue
- Intentionality early on regarding vendors and partners are at stadium (e.g., catering)

## Stadium Design

---

What are the most important goals to consider for the design of a new Memorial Stadium? Are there unmet needs or opportunities that a new stadium could fulfill? And if so, what are important functional considerations that should guide the planning and design of this new stadium?

### **Create a world-class, accessible, and welcoming facility for all students**

- Design for all students
- Speaks to our commitment to students and honors students
- Reflects our many diverse communities, cultures, and history
- Is accessible to all people (e.g., neurodiversity, mobility)
- Centers students and is designed for broader community uses
- An esthetic design: a place we can feel proud of, “a flagship space”
- Fits well with the Seattle Center campus, take a landscape approach
- Incorporates technology to uplifts our students’ experiences and our values (e.g., equity, community, accessibility)
- Future-oriented (e.g., like the 1960s World’s Fair)
- Space Needle in sight; this is inspiring
- A central community gathering place in the heart of the city

### **Integrate arts/culture and our diverse communities into the design**

- Work with curators and youth of color
- Highlight our region’s diversity in arts and culture
- Make relevant to our communities
- Work with Uptown/Arts & Culture District organizations

### **Continue to honor youth who died in WWII**

- Preserve and honor Memorial Wall remembering youth who died in WWII

### **Address safety issues & balance student safety with openness**

- Improve safety (e.g., railings, stairs)
- More open to the public but also safe and secure for kids
- Make the stadium feel more comfortable and more safe
- Current design creates a “fortress” feeling
- Open the fields; they’re locked much of the time
- Improve visibility (east/west of campus, better lighting)

### **Design with the end in mind**

- Programming should guide the design
  - What are we building for?
  - What programs, events, and uses are we envisioning?
  - What operational considerations do we design for (e.g., backstage, loading)?
- Finalize the pro forma; the questions above tie to the stadium’s long-term financial sustainability (e.g., revenue streams, tenants, usages, ongoing maintenance/operational costs)

- Build a flexible, multi-use space (e.g., classrooms, conference spaces, large and small events, ability to quickly turnaround between events)
- Confirm if stadium will be for indoor and outdoor use, year-round (e.g., retractable roof?)
- Confirm size parameters (10,000 seat max?)
- Improve the flow of people/bottlenecks for events

#### **Deliver on our promise to voters**

- Show significant progress/a completed project prior to a future SPS levy
- Opportunity to build long-term support through partnerships

#### **Make environmentally sustainable**

- Aim for LEED certification/green building design
- Add more green, open space
- Build with climate change in mind (e.g., hot/dry summers and wet winters, retractable roof)
- Opportunity for students to learn about environmental design

#### **Additional comments**

- Much of the current site used for parking; consider better uses/alternatives (e.g., underground parking)
- Various questions about the KCTS property, the orientation of the stadium and previous planning efforts (e.g., SPS's capital planning process, Seattle Center's Master Plan)
- Involve the Parks Department
- Mitigate sound impact on residential neighbors



# *Century 21* Signage *Guidelines*

# Century 21 Signage Guidelines

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## INTRODUCTION

The primary objective of the Seattle Center Campus Signage Plan is to establish a logical and legible system of signs that informs and directs visitors, identifies key sites of interest, and serves to enhance the aesthetic and experiential qualities of the site. This comprehensive plan addresses the existing site as well as phased implementation of new signage over the next 20 years to align with the vision of the Century 21 Master Plan.

Seattle Center has a wide spectrum of architecture and open spaces, large and small, loud and quiet, and everything in between. Signage is one of several design elements that can visually unify the site and create greater consistency within the environment. Decongesting and de-cluttering the site by removing outdated signage will help deliver a simpler, cleaner, and greener message about the campus. We can create a more welcoming campus and make the edges and entrances of the site more porous by providing event information at key locations and in creative ways at campus entries and around the perimeter. The signage system will be a key contributor to promoting the brand, contributing to a sense of safety and security, and enhancing the experience of visiting Seattle Center.

## PROCESS and TIMELINE

The new Century 21 Master Plan creates the opportunity for a comprehensive approach to campus signage.

The initial diagnostic process started with inventorying existing signage to determine what works and what does not work currently on the campus. The signage inventory process, between August 2008 and December 2008, resulted in signage recommendations that take both an additive and subtractive approach. Ultimately, Seattle Center will locate the “right” number of signs and type of signs across our campus in order to lead the visitor through the site in a comfortable and informed way.

The signage program will be implemented incrementally in phases over a span of years, as funding allows. When a sign type is being replaced by a new design, the old signs will be removed.

Campus plans and maps developed in early 2009 address the specific sign types to be prioritized in each phase in order to make the overall Seattle Center campus signage system ever more coherent. Three maps were developed as diagrammatic and planning tools and can be found on the following pages:

1. Existing Sign Locations - this shows the locations of all major signage types currently on campus.
2. Century 21 Plan (20 years) - indicates all proposed signage types and locations after the full campus build-out envisioned in the Century 21 Master Plan, as the final goal.
3. Early Implementation Plan (2009-2010) – this shows the location of sign types currently funded for design and implementation.









Seattle Center Campus Signage Plan • Sign Location Plan

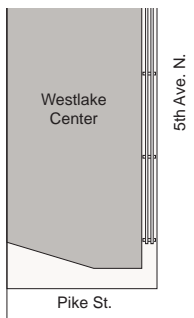


Existing Sign Locations



**KEY**

-  S Seattle Center Readerboard (static)
-  E Seattle Center Readerboard (electronic)
-  S Facility Readerboard (static)
-  E Facility Readerboard (electronic)
-  Directory / Map
-  Directional
-  Northwest Rooms, Center House, Monorail Building ID
-  Parking ID



Westlake Center Monorail Station Detail



Seattle Center Campus Signage Plan • Sign Location Plan

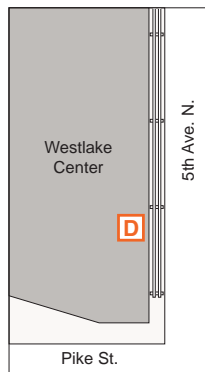


Proposed Sign Locations - Early Implementation Plan (2009-2010)

Monorail to Westlake Center

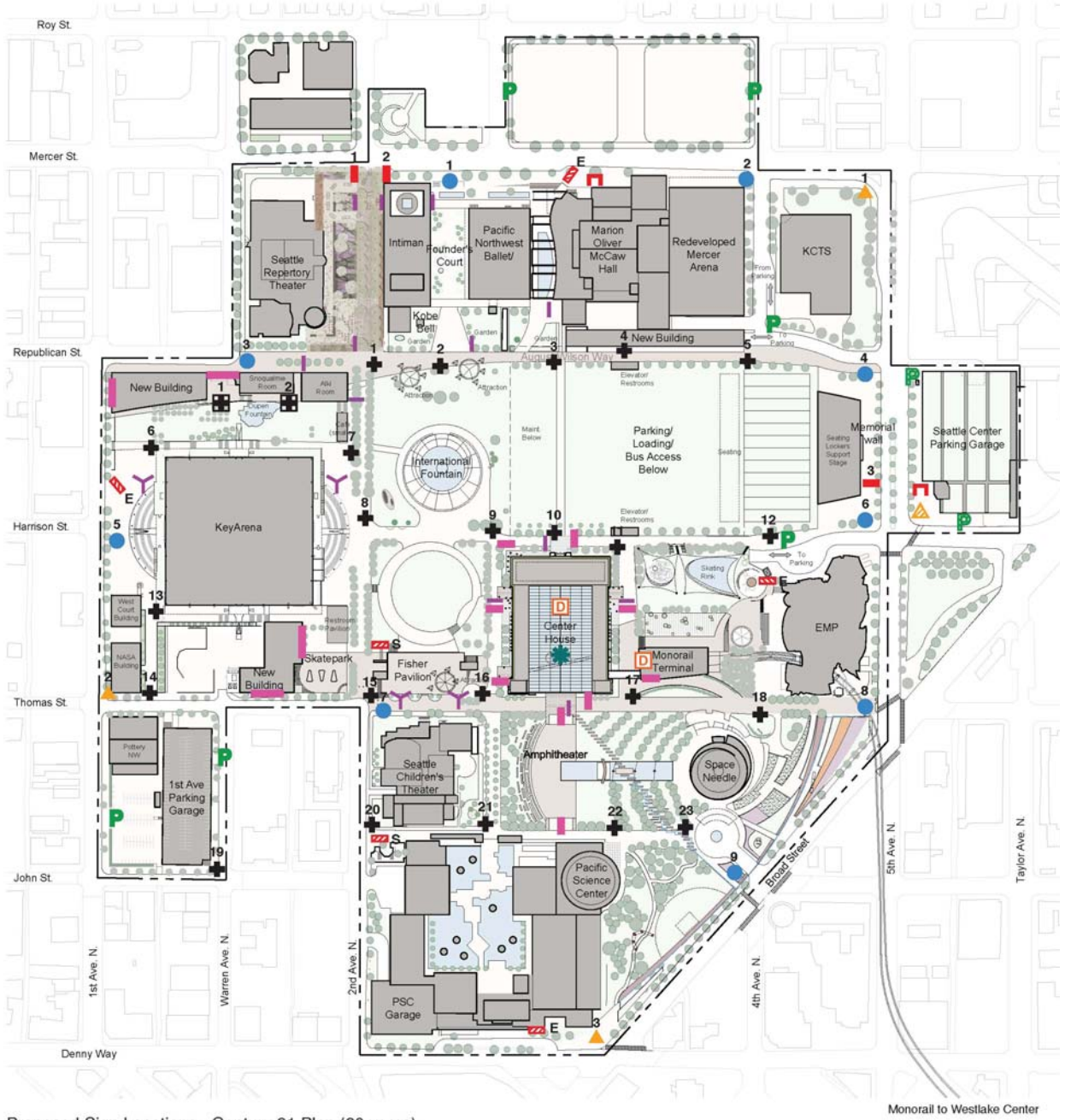
**KEY**

- Entry Marker
- ▲ Seattle Center Readerboard
- ▲ Seattle Center Readerboard (existing)
- Facility Readerboard
- S Facility Readerboard (existing; static)
- E Facility Readerboard (existing; electronic)
- Northwest Rooms, Center House, Seattle Center Pavilion, Monorail Building ID
- ⊕ Directional (with campus map)
- ⊞ Northwest Rooms Orientation Map / Directional (with campus map)
- P Parking ID
- P Parking ID (existing)
- ▬ Temporary Event Signage (various locations across site)
- D Digital Marketing Display



Westlake Center Monorail Station Detail

Seattle Center Campus Signage Plan • Sign Location Plan



Proposed Sign Locations - Century 21 Plan (20 years)

**KEY**

- Entry Marker (with campus map)
- ▲ Seattle Center Readerboard
- ▲ Seattle Center Readerboard (existing)
- Facility Readerboard
- S Facility Readerboard (existing; static)
- E Facility Readerboard (existing; electronic)
- Northwest Rooms, Center House, Mural Amphitheatre, Seattle Center Pavilion Building / Area ID
- + Directional (with campus map)
- Northwest Rooms Orientation Map / Directional (with campus map)
- P Parking ID
- P Parking ID (existing)
- Y Seattle Center Poster Vitrine
- Facility Poster Vitrine
- = Temporary Event Signage (various locations across site)
- ♿ Accessible Signage (various locations across site)
- Regulatory Signage (various locations across site)
- i Interpretive Signage (various locations across site)
- Electronic Kiosk
- ✱ Digital Icon
- D Digital Marketing Display



Westlake Center Monorail Station Detail

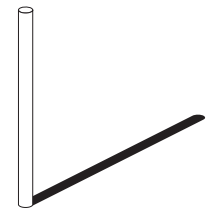
## SIGN SYSTEM

Seattle Center has an inventory of signage from many different eras that lacks clarity of purpose, function or design. To improve the legibility of the sign system on campus, a new signage hierarchy is needed. Proposed new signage can be categorized by sign type, location and function, as follows:

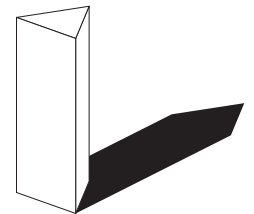
### Perimeter Campus Signage

These signs are located around the perimeter of the campus and make the most visible impression on the public. They need to attract and orient visitors to the campus appropriately and positively. The City's Sign Code applies to signage in or near any public Right of Way, and added constraints based on the Code may factor into the design of any of these signage types.

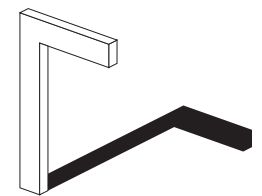
1. **Entry Marker** - This object will mark significant campus entries. The scale is large enough to be seen from a distance and its form is welcoming when walking by or through it. It will enhance the Seattle Center brand in a highly visible way and create the sensation of crossing a threshold into a unique and special place.
2. **Campus Readerboard** - The function of this sign type is to communicate information about the activities and events occurring at Seattle Center to vehicular traffic and pedestrians. In addition, this sign type provides the prime opportunity to extend the Seattle Center brand. Placement will be at several strategic and highly visible locations with sufficient dwell time to allow a full reading of information displayed on the sign. It will have a distinct presence and be large in scale. Traditional static readerboards will be replaced over time with new digital technology, displaying a unique mix of text and graphics.
3. **Facility Readerboard** – This sign type, located adjacent to specific facilities, communicates the events at that facility, and are typically on the perimeter of the campus. These signs are smaller in scale than campus readerboards and feature text and limited graphics only. Over time, static signs will be replaced with digital readerboards, allowing some campus messaging in addition to facility information. With the McCaw Hall readerboard as a precedent, new digital readerboards for the Intiman and Seattle Repertory Theatres will be installed in 2010. They will provide enhanced visibility for the resident arts organizations and Seattle Center on Mercer Street, one of the key goals of the Theater District plan. It is anticipated that the Seattle Opera construction at the former Mercer Arena will also add a unique facility readerboard to the Theatre District.
4. **Parking Identity** - The goal for this signage element is to provide clear identification for the entrances to Seattle Center's garages, making a distinction between other privately operated parking facilities and extending the Seattle Center brand. Using the new parking identity at the 5th Ave N garage as a precedent, new signage for the Mercer Street and 1st Avenue North garages will be installed in 2010.



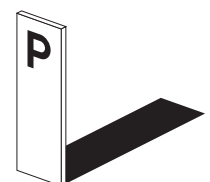
● Entry Marker (with campus map)



▲ Seattle Center Readerboard



■ Facility Readerboard

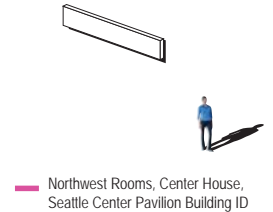


■ Parking ID

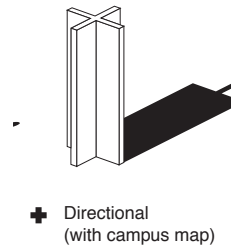
## Internal Signage

Several types of signs are needed to help orient visitors on foot through the campus once they arrive. Generally, these are smaller in scale than perimeter signage, but should convey a similar vocabulary to reflect the campus' brand.

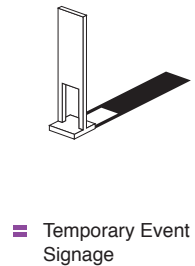
5. **Building Identity** - The primary function is to provide a clear identity for each building from all primary approaches to that building. The identity may be attached to the building itself, either flush or as a blade sign, or be freestanding alongside the building.



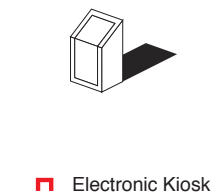
6. **Directional/Directory** - The primary function is to guide patrons to a destination. This sign type will include both directional signage to aid in wayfinding and a campus directory map. The campus map will educate the user about the entire site as well as nearby attractions and amenities in surrounding neighborhoods. A sub-set of this sign type may also be used for orientation within a suite of facilities, such as the Northwest Rooms.



7. **Event Signage** - These moveable structures are used to announce daily events around the campus. They need to be durable, weather proof and vandal resistant and easy for clients and staff to attach and remove announcements.



8. **Electronic Kiosk** - These free standing pedestals, utilizing digital technology, will provide patrons detailed and real time event information. They may be thought of as an "electronic brochure" that is accessible at key sites around campus, starting with the parking garages to provide information before patrons cross onto the campus.



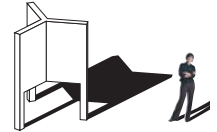
9. **Digital Media Network Displays** – This is a digital message system displaying a mix of campus information, entertainment and advertising on screens and monitors at strategic locations. Early demonstration sites have been targeted for the Monorail stations and Center House.



## Other Signage

A collection of smaller and incidental signs throughout the campus provide additional information, communicating more detailed information including: upcoming events, project details, safety protocols and universal access.

- 10. **Poster Vitrine** - This sign type will be used to promote all campus events and will give opportunities to both resident organizations and event promoters to display their posters throughout the campus.



Seattle Center Poster Vitrine

- 11. **Accessible Signage** - This sign type directs patrons with mobility challenges, including wheelchair users, to accessible building and campus entrances. This sign type addresses the federal accessibility standards mandated by the American with Disabilities Act Accessibility Guidelines (ADAAG) established in 1994.



Accessible Signage

- 12. **Regulatory Signage** - This sign type regulates people's behavior or prohibit certain activities within the campus, Content is a combination of rules established by Seattle Center and regulatory authorities such as the City of Seattle.



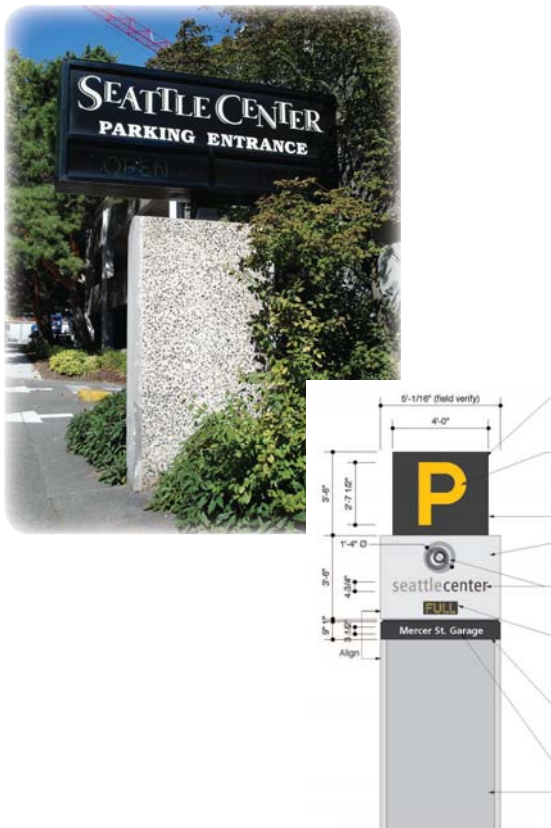
Regulatory Signage

- 13. **Interpretative Signage** - This sign type provides patrons with information to help them interpret the meaning of specific projects or the entire campus environment. The content could be historical information and/or information about how green technology is used on the site.



Interpretive Signage

Existing /New -- Mercer St Garage



Existing /New -- 1st Ave N Garage



Existing -- 5th Ave N Garage

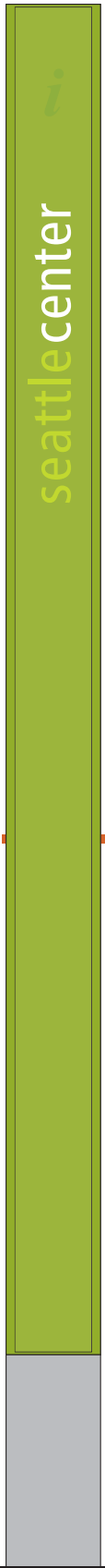
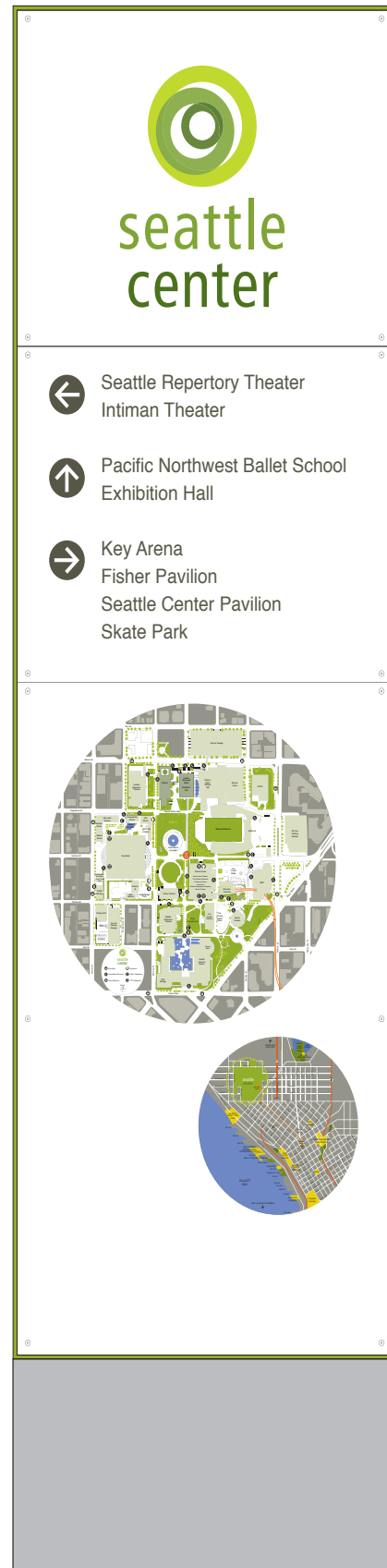


Parking identity signage for all garages on campus will be modeled after the signage design of the new 5th Ave N Garage, opened in July 2008. Automated PARC systems have been installed in two of three garages on campus: Mercer and 5th Ave N. When installed at the 1st Ave N Garage in the future, Seattle Center will look at automated or wireless real-time parking status messaging. Actively managing campus parking can help ease traffic congestion around the Center.





Campus directories (above) and blade directional signs (below) will be replaced with new combined directional/directory signage (right) at key interior intersections and campus entries. The new signs will both de-clutter and streamline signage on campus, and highlight Seattle Center's new logo and sense of place.



## GUIDELINES AND POLICIES

**Digital Signage and Graphic Capabilities:** With the advent of digital readerboards and video displays and the introduction of this technology to Seattle Center in the mid-1990s, new opportunities have been created to convey the Seattle Center brand, and guidelines and policies are needed to guide digital signage design.

Electronic technology and a digital media network:

- Provide the maximum flexibility for changeable messages and for the scope of messaging capability (announce multiple events occurring that day, with times and places; announce coming events; thank sponsors; provide ticket information; make public information announcements, etc).
- Allow for variety in the presentation of the message and possible use of images, animation and program content to reinforce the Seattle Center brand and cohesion of the Seattle Center campus.
- Can be programmed and controlled remotely, significantly reducing the labor and time for changing manual signage, and can support an integrated hierarchy of digital displays, from large format LED's to plasma or LCD displays.
- Can distribute real-time event information, programming content and advertising to multiple locations enabling the Center to showcase the programming of the resident organizations.

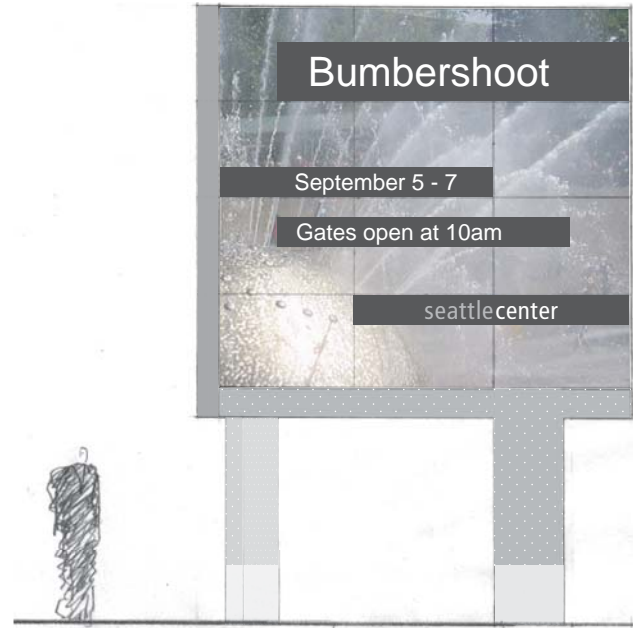
A few key and fundamental tenets for integrating electronic technology and a digital media network at the Seattle Center campus include:

- Large LED displays will be used at the perimeter of Seattle Center and include both campus-wide and facility specific readerboards. LED displays will not be used internally to the campus so as to preserve the sense of place and expanse of open spaces.
- Campus readerboards will have 4-color or 8-color LED capability. This technology will allow both event information and iconic images of the campus to be presented to vehicular traffic at the perimeter, bringing a sense of the "Center of the Center" to the edges.
- Facility Readerboards will be smaller than campus readerboards and will be a single color LED for text and limited graphic displays only.
- The goal is an integrated system where campus-wide messages can appear on facility readerboards and specific facility information can appear on the campus readerboards to create a cohesive sense of Seattle Center and its resident organizations.
- Through the use of color, materials or shape, the design of the structure and enclosure for campus readerboards shall have a consistent appearance.
- Facility readerboards may share unique design characteristics with the building they promote, or have a distinctive use of materials or color.
- The Seattle Center full logo or the logotype treatment alone will be consistently displayed on the structure of both campus and facility readerboards.
- The Digital Media Network will be an integrated system of small screen digital displays (plasma or LCD) and electronic kiosks mounted in areas with sufficient patron density and dwell time, such as the monorail stations, Center House Food Court, and/or Seattle Center parking garages, and include real-time event information, programming content and outside advertising to provide service to patrons, enhance the Seattle Center brand and contribute revenue to support the system costs.

Digital readerboards already exist at the new 5th Ave N Garage, KeyArena and McCaw Hall. These early signs will be used as the design precedent for future digital readerboard designs.



Existing

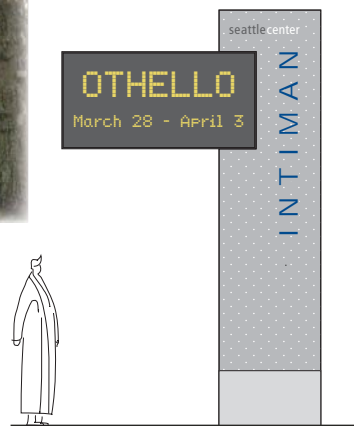


New

Seattle Center is currently scheduled to replace the static perimeter readerboards as part of the first phase of Campus Signage Improvements in 2009-2010. Three static facility readerboards along Mercer St. (Seattle Rep, Intiman and Exhibition Hall) are scheduled for replacement with two new digital facility readerboards (Seattle Rep and Intiman with the Exhibition Hall sharing time on both as needed) in spring 2010 and replacement of the campus readerboards at Broad/Denny, 5th Ave N/Mercer St and 1st Ave N/Thomas St will follow in late 2010.



Existing



New



Existing



New

Shown here are both existing Intiman Theatre and Seattle Repertory Theatre readerboards, along with the Theater Commons facility digital readerboards proposed to replace them in 2010 (Graphics by WPA)

As new digital readerboards are phased in and static readerboards are phased out, these design guidelines may need to be revisited and updated. All new Seattle Center perimeter readerboards will need to comply with the City of Seattle Sign Code, be sensitive to and minimize any impacts on neighbors, and be mindful of a spare and uncluttered design aesthetic for perimeter streets that surround Seattle Center.

**Readerboard Content, Use and Operational Guidelines** – will be established by the Seattle Center Marketing staff and Seattle Center Director and revisited, as needed. They will address technical, formatting and shared signage protocols, among other issues. Current practice allows for sponsorship fulfillment on readerboards, subject to the conditions of the campus sponsorship policy. The aesthetics of the content, presentation, use of images, and use of color, movement, and symbols can and should be addressed in these guidelines. At a minimum, they will address font, type size, number of lines of text, use of color, use of animation, speed of changing messages, brightness of the messages, allowable purposes of messages, and extent of resident organization participation. All decisions regarding size of typeface, color or use of animation in the programming of perimeter readerboards must comply with existing codes and ordinances and general graphic principles for display to the motoring public. They must also conform to Seattle Center Logo Guidelines, issued in July 2009.

**Digital Media Network & Electronic Kiosk Guidelines** – as these sign types are developed and brought on-line, the Seattle Center Marketing staff and Seattle Center Director will develop specific guidelines for this system. It is envisioned that advertising and program content provided by Seattle Center clients and resident organizations will be appropriate to these small-scale displays. Proportional division of event information, programming content and advertising are yet to be finalized and policies and procedures for resident organizations' participation in both the benefits and costs of these systems are still to be determined.



Seattle Center has identified a new logo (above left) that will be incorporated into campus signage. Iconic Century 21 World's Fair logo (right) will continue to be an inspiration for Seattle Center's 50th Anniversary planning efforts as they unfold.

## 2023 Seattle City Council Statement of Legislative Intent

Council Budget Action: Agenda

Tab	Action	Option	Version
CEN	602	A	002

**Budget Action Title:** Request that CEN report on scope and funding for Memorial Stadium Redevelopment

Ongoing: No Has Attachment: No

Primary Sponsor: Andrew Lewis

Council Members:

Staff Analyst: Eric McConaghy

Date		Total	LH	TM	KS	AP	DJ	DS	AL	BC	SN
	Yes	0									
	No	0									
	Abstain	0									
	Absent	0									

**Statement of Legislative Intent:**

This Statement of Legislative Intent (SLI) would request that Seattle Center (CEN) collaborate with Seattle Public Schools (SPS), other City departments, and non-City stakeholders and partners to produce a report on the project scope, timing, cost estimates, and funding sources for the redevelopment of Memorial Stadium. The report should, at a minimum, quantify funding commitments from King County, the State, philanthropy, and private investors in addition to SPS’ \$66.5 million in Buildings, Technology, and Academics/Athletics Capital Levy V (BTA V) funding and the City’s funding. The City’s planned funding for the Memorial Stadium redevelopment and the associated debt service is identified in the 2023-2028 Capital Improvement Program in the Memorial Stadium Redevelopment project (MC-SC-S9505) and the Memorial Stadium Redevelopment – Debt Service project (MC-SC-S9506).

This SLI expresses the City Council's intent to continue working with the Mayor and SPS to identify additional funding, above the \$21 million of cash and debt in the 2023-2024 budget, with the goal of reaching no later than 2026 a combined total contribution of \$40 million from the City for this project.

CEN should report to the Public Assets and Homelessness Committee by July 1, 2023.

**Responsible Council Committee(s):**

Public Assets and Homelessness

**Date Due to Council:** July 1, 2023

# **CITY OF SEATTLE**

Purchasing and Contracting



## **COMMUNITY WORKFORCE AGREEMENT**

**September 30, 2021**

WITH

Seattle Building and Construction Trades Council and the  
Northwest National Construction Alliance II

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## **COMMUNITY WORKFORCE AGREEMENT City of Seattle**

This Community Workforce Agreement (CWA) is entered into April 8, 2015 by and between the City of Seattle (hereafter referred to as “City”), the Seattle King County Building and Construction Trades Council, and Northwest National Construction Alliance II 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. The City and Unions are the signatory parties to this Agreement.

All construction contractors and subcontractors of whatever tier engaged in construction work for projects that are subject to 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 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 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.

This CWA covers every City of Seattle administered public works project estimated to cost \$5 million dollars or more at time of bid when including any contingency budget, except when a project is exempted by the Director of City Purchasing and Contracting Services for the Department of Finance and Administrative Services (hereinafter referred to as “Director”) under conditions established by SMC 20.37. Such projects are hereafter referred to as “Covered Projects.”

### **PURPOSE**

The parties to this Community Workforce Agreement, 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. Public Works projects are important to the residents of Seattle and protect critical City infrastructure. 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 public works projects.



Timely construction of projects 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 Covered Projects.

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

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 a Covered 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 20.42, to promote and ensure access for woman and people of color to meaningful work on City public works projects. This CWA also supports all Contractor efforts and obligations to utilize women-owned and minority-owned firms, as established under the public works project contract between the City 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. SMC Chapter 20.38 requires Prime Contractors to ensure apprentices perform the rate of utilization that is directed in the City Public Works contract for each project. Such required utilization shall never be less than 15% and will not exceed 20% of all craft project labor hours. The Prime Contractors shall also ensure that they attain 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 20.37. This CWA instructs dispatch of workers from such economically distressed ZIP codes (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 hire of women and people of color, as established by the City within the contract for each Covered Project.

## **ARTICLE I SCOPE OF AGREEMENT**

Section 1. This CWA applies and is limited to the recognized and accepted historical definition of public works under the direction of and performed by Contractors of every tier. Public works, also called project work, shall include site preparation and dedicated off site work. All City of Seattle administered public works projects with a project construction budget plus contingency of \$5 million and over at the time of bid shall be covered by this CWA, except when exempted by the Director of City Purchasing and Contracting Services (hereafter referred to as “Director”) in accordance with Seattle Municipal Code Chapter 20.37.

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 ARTICLE VII (Work Stoppages and Lockouts), ARTICLE VIII (Disputes and Grievances), and ARTICLE IX (Jurisdictional Disputes), which shall apply to such work on Covered Projects.

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. The City has the sole discretion to update Attachment B (Priority ZIP code list).

Section 2. Nothing herein shall prohibit, restrict or interfere with any operation, work, or function that may occur at project sites or associated with Covered Projects.

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

Section 5. Any work identified in RCW Chapter 39.12 (Prevailing Wages) will be subject to the CWA.

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

Section 7. The City, at its sole option, may terminate, change, delay and/or suspend any or all portions of the City's contract on a specific Covered Project.

Section 8. 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 the City and any Contractor.

## **ARTICLE II PROJECT CONDITIONS**

Section 1. All workers shall be dispatched to the project site. 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 City contract requirements for the project, parking will be available to workers within a three (3) block radius of the project, or 1,000 feet from the project site entrance, whichever is closer, at a location designated by the Prime Contractor. If the City 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 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 applicable City 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 the City 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 applicable Federal and/or State prevailing wage rates for all craft workers, in effect at the time each Covered Project is bid. If both Federal and State prevailing wage requirements apply, the higher wage rate will prevail. Each March and September, Contractors of every tier shall incorporate all increases to such wage and benefits rates that are announced by the State or Federal government, as applicable, for the duration of each Covered Project. Federal updates to Davis Bacon wages will not be incorporated and updated until the bi-annual March and September adjustments. Such wage increases shall be made effective the first full payroll period following the effective date. Contractors shall pay applicable premiums, as defined in the individual craft local collective bargaining agreement, such as zone pay. 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 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 bonafide 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 the City 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 preempted by the City contract and/or City through instruction to the Contractor, based on unforeseen project needs, provided adequate notice is given to the Union.

Section 2. Hours of Work: The standard workday shall consist of eight (8) hours of work scheduled between 6 a.m. and 6 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 applicable State and Federal prevailed wage requirements. There shall be no pyramiding of overtime pay. Holidays, pursuant to SMC 4.20.190 and RCW 1.16.050, are named in the City Covered Project contract specifications and include:

1. New Year's Day (January 1)
2. 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 local applicable 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.

Section 6. Rest Facilities: Adequate sanitary and restroom facilities will be provided 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 four (4) 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 Covered Projects within the scope of this CWA.

Section 2. No worker shall be required to become a member of a Union or pay dues or dues equivalent 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.

Section 3. 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 the City in a timely manner if a Contractor is delinquent in remitting representation fees authorized by the worker.

Section 4. Union representatives shall have reasonable access to Covered Projects, 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 Covered Projects as established at the pre-job conference.

Section 5. 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 6. The working Steward shall be paid at the applicable wage rate for the job classifications in which they are employed.

Section 7. Steward(s) for each craft of the Unions employed on Covered Projects shall be permitted on Covered Projects 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 8. 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 be responsible for notifying the Unions prior to terminating a Steward as follows:

For cause or voluntarily quit: As soon as possible after it becomes known to the contractor either by telephone or electronic means;

Reduction in Force: Forty-eight (48) hours prior to written notice.

Section 9. 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 10. The Steward's duties shall not include hiring and termination.

Section 11. 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 City 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 through internal dedicated staff or third party administration. 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 Covered Projects. The parties agree to address issues as they arise and resolve them in a timely manner. Only signatory parties to this Agreement shall have voting rights when the JAC makes a decision by 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. The City shall chair the Committee. The City and Unions shall each have one vote. When in disagreement, the Union and the City may, by mutual agreement, appoint an impartial third party to break the tie with a third vote. The City shall 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), City and affected Union, within two business days. The City 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 forty-eight (48) hours after such request is made by any Contractor (with exception of Sat., Sun., and holidays), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union in writing of the name of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the Project, and such applicant will have seven (7) days to register with the Local Union.

Section 6. Each Contractor shall use the Craft Request Form when requesting a new employee for dispatch on Covered Projects 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 Covered Projects. The City may review and inspect any Craft Request Forms, upon request.

## **ARTICLE VII WORK STOPPAGES AND LOCKOUTS**

Section 1. During 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 Covered Project sites violates this Article.

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. Any worker who participates in or encourages any activities that interferes with normal operations on a Covered Project, shall be subject to disciplinary action, including discharge, and if justifiably discharged shall not be eligible for rehire on the 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. 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. 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 Covered Projects are 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 a Covered 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 and City 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 violated.

The Union representative and Contractor's work-site representative shall meet and discuss the dispute within 5 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 five (5) 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 City.

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. The meeting will be scheduled to also include a designee of the Director on behalf of the City. The City will take meeting minutes and share with the Prime Contractor, 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 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 FMCS to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the FMCS shall govern the conduct of the arbitration hearing. 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 a Covered 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. Pre-Job Conference: Each Contractor shall be required to provide to the City completed pre-job forms (Attachment C) and attend a pre-job conference at the Seattle Building Trades (in person or virtual) at least two (2) weeks (and no more than 90 days) prior to the commencement of construction activities for each particular Contractor including any additions or expansions of the original scopes to the construction contract. The Prime Contractor will be advised of such conferences and may attend if they wish, but in some instances may be required to attend by the City. In addition to the project information, the Contractors will present all information available regarding the scope of work, craft trade assignments, self-performed work, sub-contractor list if applicable, a

letter of assent, core worker list, start dates, duration of job, estimated peak employment, and any other conditions deemed particular to the contract or subcontract.

Should any craft challenge the Contractor's craft trade assignment as presented during the pre-job conference, the Contractor shall file a Final Trade Assignment a minimum of one week after the pre-job conference and prior to starting work. A craft challenging a Contractor's Final Trade Assignment shall notify the City.

Contractors having previously attended a pre-job conference for any other regional PLA or CWA covered project may submit a waiver request through the City to the Seattle Building Trades, 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). If a waiver is denied, the Seattle Building Trades will notify the City of the reason for denial. The City will then communicate such reason to the contractor.

Further, each Contractor with a contract dollar amount of \$100,000 or less may submit a waiver per the process above, regardless of whether they have previously attended a pre-job conference for the City or any other regional PLA or CWA.

Should an emergency make it impracticable for a Contractor to attend a pre-job two weeks prior to commencement of construction activities, the Contractor may give less than two 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 Covered Project work except to a person, firm or corporation who has signed a letter of assent. Any Contractor working on the 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 Covered 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 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 Contractor.

Section 3. The Prime Contractor, City and the Unions commit to provide outreach, and train, mentor and support woman and minority contractors on any Covered Project. 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 a Covered 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 Project.

## **ARTICLE XI CORE WORKERS**

Section 1. The parties agree that non-signatory contractors of any tier often have core workers, also referred to as core employees, that they use commonly on their work and who contribute to the efficiency and competitiveness of those non-signatory contractors. The City of Seattle seeks to remove barriers for non-signatory Contractors so they can compete effectively on projects covered by the CWA without unnecessarily displacing their own workers to do so, provided that workers performing covered employment shall be compensated as specified in ARTICLE III (Wage Rates and Fringe Benefits) and observe the working conditions specified in ARTICLE II (Project Conditions) and ARTICLE IV (Hours of Work, Overtime and Shifts).

The non-signatory contractor may bring as many as three core workers onto the Covered Project and up to two apprentices enrolled in a WSATC program for each contract accordingly, provided that the ratio of apprentices to journey level workers is in compliance with the applicable apprenticeship program standards.

Section 2. Core Workers are those that have worked on the Contractor' payroll a minimum of one thousand five hundred (1500) hours within the craft classification over the last two year period from the date of dispatch to the Covered Project and have also been on the Contractors 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.

Apprentices are those that are enrolled in a WSATC program and are also one of the following: (1) a Priority Worker, (2) a Pre-Apprenticeship program graduate, (3) or an individual who furthers the City's aspirational goals for women and people of color.

Section 3. The Contractor shall provide detailed documentation at the pre-job conference identifying their Core Workers on the 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. The Director will set a requirement for each project that directs the Prime Contractor to utilize workers from economically distressed ZIP codes ("Priority Workers") for a specified share of total hours worked on the project by apprentices and journey- level workers. Workers that qualify towards those requirements shall be called "Priority Workers." The Prime Contractor may require subcontractors to utilize Priority Workers in order to ensure attainment of the requirement set for the Covered Project.

Section 2. The Unions and the City are strong partners working together to support Contractors in meeting the requirements for Priority Worker utilization on the Covered Project. 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 (Attachment B).

Labor hours performed by workers living outside of Washington will be excluded from priority worker calculations that the City 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 Covered Project. Such substitutes must be approved by the Director.

The Union will dispatch in a manner that best supports the aspirational goals for women and people of color for their utilization as agreed upon within the contract for the Covered Project.

## **ARTICLE XIII APPRENTICESHIP UTILIZATION**

Section 1. The parties and assenting Contractors agree to utilize apprentices from Washington State Apprenticeship Training Council (WSATC) programs for total hours established within the City contract for the Covered Project for no less than 15% and no more than 20% of total project hours on each project with the exact requirement set by the Director. The Prime Contractor shall provide a copy of their apprenticeship utilization plan 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 Covered Projects and to facilitate the participation of people of color, women and persons from economically distressed areas. The Director will establish a goal for labor hours performed by female apprentices and people of color who are apprentices, for each project and may substitute other efforts to meet the intent. The apprenticeship utilization 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 Coordinator agree to coordinate with the Center and other appropriate veteran referral sources, to maintain an integrated database of veterans interested in working on Covered Projects, and of apprenticeship and employment opportunities for Covered Projects. 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 as defined by the City, as part of the Priority Worker hours that the contract shall require the Prime Contractor to achieve for the Covered 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 workforce reflective 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 WSATC apprenticeship programs that allow qualified preferred entry applicants into their programs.

The Union shall prioritize dispatch of apprentices who are graduates of a Pre-Apprenticeship program. Preferred Entry candidates shall be placed with Contractors working on Covered Projects, 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. The Director may reduce the number of required hours to a minimum of 350 hours on Covered Projects that have insufficient total apprentice hours to support placements of a 700 hour duration.

Section 3. The Prime Contractor shall ensure one (1) of each five (5) apprentices who have worked at least 350 or 700 hours, whichever minimum is set by the Director, on the Covered Project is from a Pre-Apprenticeship program recognized by the Washington State Apprenticeship & Training Council (WSATC). Pre-Apprenticeship programs not recognized by the WSATC may be added to this section by mutual agreement between all parties.

Section 4. The Unions and Prime Contractor agree to ensure hiring of Preferred Entry apprentices during the early start of work on the Covered Projects. The City, Unions and Contractors recognize Preferred Entry Apprentices until they reach journey level status.

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**

Section 1. This agreement shall commence upon execution by all parties and shall continue in full force for a period of five years. The parties may mutually agree to amendments or modifications of this agreement.

Section 2. The agreement shall continue in full force and effect for each Covered Project throughout the duration of each project and until the last of the Covered Projects concludes. Either party desiring to extend this agreement beyond the intended five year term, shall make such intention known to the other party by written notice as soon as practical, which may be as early as six months prior to the otherwise effective expiration date for this agreement.

**ARTICLE XVII  
GENERAL PROVISIONS**

Section 1. Titles and headings of sections and provisions in this agreement are for convenience only.

NOTE: The following provisions are determined by local collective bargaining:

1. Referral Procedures

[Note, however, that any referral provision must contain: "There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the union or based upon race, creed, color, sex, age or national origin of such employee or applicant."]

2. General Savings Clause

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 Contract by having their authorized representatives affix their signatures below.

City of Seattle

\_\_\_\_\_  
Signature: Liz Alzeer, Director of City Purchasing and Contracting Services

Date: \_\_\_\_\_

Seattle/King County Building Trades Council  
Monty Anderson  
Executive Secretary

*Monty Anderson*  
\_\_\_\_\_  
Signature  
*Oct. 19<sup>th</sup> 2021*  
\_\_\_\_\_  
Date

Northwest National Construction Alliance II  
Dan Hutchins

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

BAC Pacific Northwest ADC  
Matthew Bilyeu  
Business Manager

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

Boilermakers Local 502  
Tracey Eixenberger  
Business Manager

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

Cement Masons Local 528  
Eric Coffelt  
Business Manager

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

Electrical Workers Local 46  
Sean Bagsby  
Business Manager

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

Elevator Constructors Local 19  
Patrick Strafer  
Business Manager

---

Signature

---

Date

Heat and Frost Insulators & Allied Workers Local 7  
Todd Mitchell  
Business Manager

---

Signature

---

Date

International Union of Operating Engineers Local 302  
Daren Konopaski  
Business Manager

---

Signature

---

Date

Iron Workers Local 86  
Chris McClain  
Business Manager

---

Signature

---

Date

IUPAT District Council 5  
Todd Springer  
Business Manager

---

Signature

---

Date

Laborers Local 242  
Dale Cannon  
Business Manager

---

Signature

---

Date

Plumbers & Pipefitters Local 32  
Jeffrey J. Owen  
Business Manager

---

Signature

---

Date

Roofers Local 54  
Dave Benson  
Business Manager

---

Signature

---

Date

Sheet Metal Local 66  
Lance Deyette  
Business Manager

---

Signature

---

Date

Sprinkler Fitters Local 699  
Stanton Bonnell  
Business Manager

---

Signature

---

Date

Teamsters Local 174  
Carl Gasca  
JC-28 Construction Chair

---

Signature

---

Date



ATTACHMENT A  
LETTER OF ASSENT



**Seattle**

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

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, may subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained. The City reserves the right to exercise other enforcement mechanisms in lieu of prohibition from the Project Site.
- (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

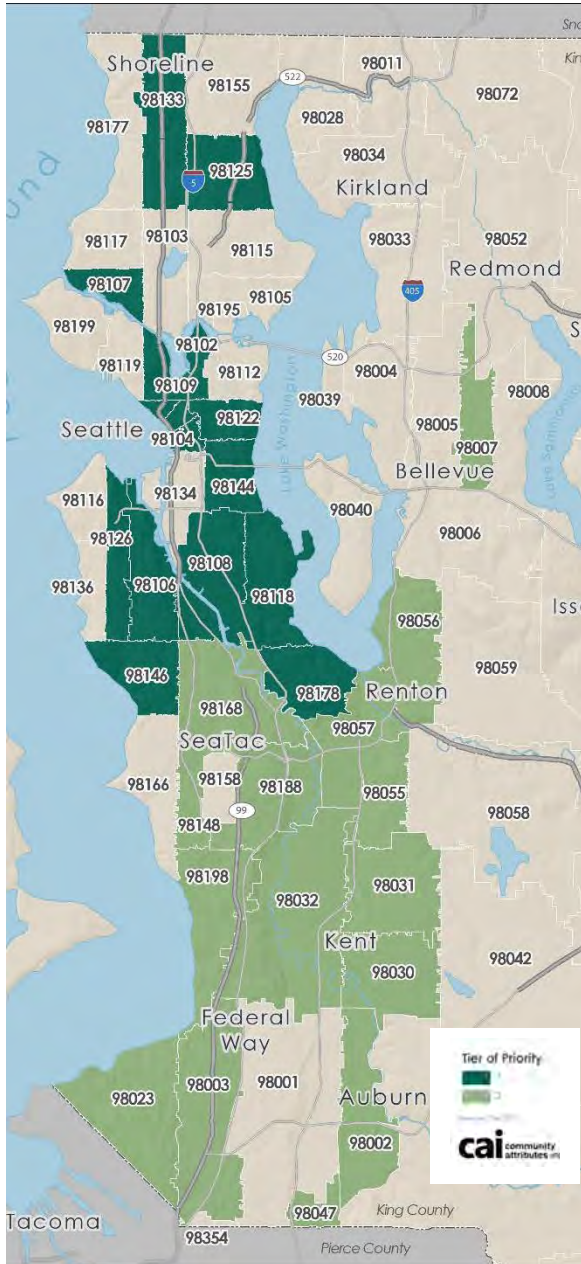


# PRIORITY HIRE in the CITY of SEATTLE and KING COUNTY

Economically distressed ZIP codes in Seattle and King County are based on several indicators:

1. People living under 200% of the federal poverty line.
2. Unemployment rate.
3. Those over 25 without a college degree.

## 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

Source: Community Attributes Inc., Priority ZIP Codes, 2016.

Updated January 2017

Department of Finance and Administrative Services  
700 Fifth Avenue, 41<sup>st</sup> Floor

Tel (206) 684-0444  
LaborEquity@seattle.gov



CWA CONTACT:

Pre Job  
Conference Form



**Seattle**

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

--

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 Framer			
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



# City of Seattle

Edward B. Murray, Mayor

## Finance and Administrative Services

Fred Podesta, Director

### ATTACHMENT D

#### **AMENDMENT RE: EXECUTIVE ORDER 2017-01 SEATTLE/KING COUNTY BUILDING TRADES COUNCIL PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS**

This amends the City of Seattle Community Workforce Agreement (CWA) dated April 8, 2015 to incorporate agreements that comply and align with Mayor Murray's Executive Order 2017-01 (see Exhibit 1) titled Expanding Training and Career Opportunities in the Construction Trades. This amendment is effective as of May 23, 2017.

The purpose of this amendment is to expand the scope of the City of Seattle Community Workforce Agreement (CWA) to include those construction projects designated by the Mayor which are not otherwise incorporated as public works.

While not limiting the nature of projects that the Mayor may designate to be incorporated within the scope, the Mayor expects to consider for such designation additional construction projects that are practical for such a program and:

- (1) funded in whole or in part by the City of Seattle yet have private development authorities or management, and
- (2) where such City funding is no less than \$5 million towards the construction of the project and such investments of City funds are in exchange for rights or public benefit, and
- (3) where such city funding is considered significant enough to the total project that the City may reasonably influence such provisions; and
- (4) the City has an ongoing interest in the project infrastructure, whether that be as a long-term future owner of the property or the building under construction

The following hereby amends the CWA:

1. The definition of "Covered Projects" shall include any public works administered by the City of Seattle as well as any other construction project designated by the Mayor to be a "Covered Project" that must abide in full to the CWA.
2. Any reference to "Public Work" shall be expanded to "Covered Projects."
3. Any reference to "public works project contract" or "City contract" shall be expanded to include "Development Agreement and/or other applicable binding agreement."
4. For each project that is declared by the Mayor to be a "Covered Project" aside from those already included as a city-administered public works project, the Department of Finance and Administrative Services, through the Director of City Purchasing and

Contracting Services (hereinafter referred to as "CPCS") shall provide written confirmation to the Executive Secretary of the Seattle/King County Building and Construction Trades Council, (hereinafter referred to as "Executive Secretary") and Pacific Northwest Regional Council of Carpenters.

5. CPCS shall provide monitoring and enforcement on all Covered Projects.
6. Notwithstanding those projects that are designated in writing by CPCS, the Executive Secretary and the Pacific Northwest Regional Council of Carpenters may also request or confirm an understanding in writing to the CPCS Director to assure clarity in the consideration and designation of projects that shall be considered "Covered Projects."

All other terms and conditions remained in-force and unchanged.

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

Signed:

By:   
Nancy Locke, City of Seattle

By:   
Monty Anderson, Seattle/King County Building Trades Council

By:   
Chris Lambert, Pacific Northwest Regional Council of Carpenters

## Exhibit 10 - SPS Student Community Workforce Agreement example



# Student and Community Workforce Agreement

(SCWA)

Seattle Public Schools (SPS) requires the Prime Contractor execute this "Student and Community Workforce Agreement" for each individual applicable SPS project, prior to SPS issuing a Notice to Proceed on the project

SPS is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While SPS endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessibility guidelines version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

If you have difficulty accessing the material or have any questions, please contact the Capital Projects and Planning department 206-252-0000.

# **SEATTLE PUBLIC SCHOOLS**

## **STUDENT AND COMMUNITY WORKFORCE AGREEMENT**

### **MASTER AGREEMENT**

Master Template Adopted and Executed October 1, 2020

As amended June 30, 2021

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## STUDENT AND COMMUNITY WORKFORCE AGREEMENT

### Seattle Public Schools

This Student Community Workforce Agreement (SCWA) is entered into October 1, 2020 and as amended June 30, 2021, by and between the Seattle School District (hereafter referred to as "District"), the Seattle King County Building and Construction Trades Council, and Northwest National Construction Alliance II 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. The District and Unions are the signatory parties to this Agreement.

The SCWA shall be required for each SPS administered public works project that SPS has estimated to cost \$5 million dollars or more and that are also defined by "Covered Projects", unless specifically exempted. All projects covered by this SCWA are hereafter referred to as 'Covered Projects.'

### DEFINITIONS

The following terms are used throughout this SCWA with the following meanings:

**"Bid"** means the initial solicitation (if a GC/CM or similar alternative procurement method) or the bid that awards the prime contractor.

**"Contractors"** means contractors of any tier, including prime contractors (as defined) and any other contractors of any tier.

**"Covered Project"** means all SPS administered public works projects, that are estimated by SPS to cost \$5 million dollars or more in construction value (excluding contingency) at time of bid except when a project is exempted, and shall include such Projects Bid by SPS after the adoption of the SCWA (October 1, 2020) that are released for Bid within 5 years of that date, unless covered by a separate project specific SCWA executed prior to this Master SCWA.

**"Exempted Projects"** are those the Seattle Public Schools Board of Directors has voted and approved to be exempted from the SCWA and that also meet one of the following criteria: when a project is required due to an emergency; when a project is subject to limitations of a sole source; a project secured or contracted through a purchasing cooperative association; when expressly prohibited by the project funding; and/or when superseded by safety or other legal requirements.

**“Qualified Workers”** are those that meet the entry requirements established for each respective apprenticeship program. It also includes journey level workers that meet the craft requirements for such designation.

**“Preferred Entry”** means individuals that graduate from a recognized pre-apprenticeship program and meet entry standards for a particular apprenticeship program.

**“Prime Contractor”** means the prime contractor, general contractor, GC/CM or a design- build contractor.

**“Superintendent of Seattle Public Schools”** means the Superintendent or their designee.

**“SPS Priority Hire”** means in order of priority:

1. SPS Students (former students, graduates and those who have an SPS high school of origin regardless of graduation status); and/or
2. Workers who have a currently enrolled SPS student in their household; and/or any resident of an Economically Distressed Zip Code within the SPS boundaries (see Attachment B).

**“SPS Diversity Hire”** means:

1. People of color who self-identify in any race/ethnic category except Unspecified and White (Caucasian). People of color includes workers identifying as Other, African American, Hispanic/Latinx, Asian, Pacific Islander, Native American or any other categories established by SPS for tracking and reporting. Those who identify as “Unspecified” will not be counted in either White or People of Color; and/or
2. Women.

**“Unions”** means the Seattle King County Building and Construction Trades Council, and Northwest National Construction Alliance II, 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 executed this agreement.

## **PURPOSE**

The parties acknowledge that this SCWA provides:

1. Systematic changes to traditional construction hiring protocols, that provides meaningful race and social justice change by requiring hiring priorities and training priorities for those who are most under-represented in construction yet are of the highest

SPS priorities, including people of color particularly African-American males, former SPS students and current SPS households, those in economically distressed areas of the city, and women who are significantly under-represented in the construction trades;

2. Reliability and labor peace by ensuring access to a highly skilled work force, consistent and dependable worker safety and site conditions, agreed upon project and wage conditions, equitable working conditions, improved race and gender hiring and representation, and dispute resolution with no-strike and no lock-out provisions that ensure timely completion of projects without delays; and

3. Construction training and employment priorities that develop the local work force as well as providing student and family career opportunities, social and racial equity, especially for those in zip codes that also encompass SPS boundaries, and improved outcomes especially for SPS Students and individuals within SPS student households, as well as residents of economically distressed zip codes that also encompass SPS boundaries.

This SCWA establishes effective and binding methods to settle misunderstandings, disputes or grievances that may arise related to labor relations on a Covered Project. Such issues will follow the procedures described in ARTICLE XVII (Disputes and Grievances) and ARTICLE XVIII (Jurisdictional Disputes). Unions will not engage in any strike, slow-down, or interruption or other disruption or interference with the projects covered by this SCWA. Contractors agree to not engage in any lockout on a Covered Project.

This SCWA promotes access for women and people of color to meaningful work on SPS public works projects.

This SCWA supports Contractor efforts to utilize women-owned and minority-owned firms. Nothing in this SCWA shall minimize or relieve the Contractor from any contractual obligations to pursue utilization of such firms.

This SCWA supports development of a skilled construction workforce. This SCWA supports hire of pre-apprentice graduates and apprentices in Washington State Apprenticeship and Training Council (WSATC) registered training programs, SPS Students and those who have graduated from an SPS Pre-Apprentice training program, women, people of color and residents of neighborhoods within SPS boundaries that evidence significant economic distress.

The local region has economically distressed areas or neighborhoods with high unemployment and low incomes. Such economic distress has disproportionate effect on SPS students from such neighborhoods. This SCWA equalizes the opportunity for training and employment into the high-income, debt-free careers provided within the construction industry. To this end, this SCWA instructs dispatch of workers that reflect these priorities.

## **ARTICLE I**

### **SCOPE OF AGREEMENT**

Section 1. This SCWA applies to all Covered Projects as defined herein (See Definitions). Contractors of every tier who perform project work, agree to accept and be bound by all SCWA terms and conditions, and sign a Letter of Assent (Attachment A) representing their engagement as a signatory, before commencing work. The Prime Contractor shall assure all sub-tier contractors who perform project work will comply with this SCWA and shall use appropriate measures to enforce and to support the enforcement actions of SPS.

If the SCWA is silent on any issue the local Collective Bargaining Agreement(s) 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 ARTICLE XVI (No Work Stoppages and No Lockouts), ARTICLE XVII (Disputes and Grievances), and ARTICLE XVIII (Jurisdictional Disputes), which shall apply to such work on Covered Projects.

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 Conference and Waiver Form) shall be reviewed and mutually agreed upon by the Project Administrative Committee. SPS has sole discretion to update Attachment B (Priority ZIP codes).

Section 2. Nothing herein shall prohibit, restrict or interfere with any authority and responsibilities under the SPS contract given to or required of Contractor operation, work, or function that may occur at project sites.

Section 3. This SCWA 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. SPS has the absolute right to award responsive and responsible qualified bidders for project contracts without reference to the existence of any agreements between such bidder and any party to this Agreement; provided that such bidder is willing, ready and able to assent to comply with this Agreement, should the bidder be designated the successful bidder.

Section 5. On-site construction work identified in RCW Chapter 39.12 (Prevailing Wages), will be subject to the SCWA.

Section 6. This SCWA does not apply to SPS workers and nothing herein shall prohibit or restrict SPS workers from performing work that's not covered.

Section 7. Once work or portions of work on a Covered Project is completed and accepted by the SPS Board of Directors, this SCWA will have no further force or effect on that work, except when a Contractor is directed by the Prime Contractor or SPS to engage in repairs, modifications, check-out, and written warranty by the manufacturer. Coverage of this SCWA will not extend beyond final closeout and acceptance by the SPS Board of Directors.

Section 8. SPS in its sole authority, may terminate, change, delay and/or suspend any or all portions of the SPS contract on a specific Covered Project.

Section 9. 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 SPS and any Contractor.

## **ARTICLE II PROJECT CONDITIONS**

### **PRE-JOB, CONDITIONS, SAFETY, HEALTH & SANITATION**

Section 1. Pre-Job Conference. The Prime Contractor and the sub-contractors at all tier levels shall be required to provide to SPS completed Pre-Job Conference form (Attachment C) and attend a pre-job conference at least two (2) weeks (and no more than 90 days) prior to the commencement of construction activities for each particular Contractor including any additions or expansion of the original scopes to the construction contract. The Contractor agrees that all sub-contractors will be required to arrange their attendance at such a pre- job conference by notifying SPS. The Contractor may attend with the subcontractor but is not required. In addition to the project information, the Prime Contractor and/or its sub- contractors will present all information available regarding the scope of work, craft trade assignments, self-performed work, sub-contractor list if applicable, a letter of assent, core worker list, start dates, duration of job, estimated peak employment, safety rules, and any other conditions deemed particular to the contract or subcontract.

The Prime Contractor shall provide the SCWA Agreement, apprenticeship requirements, Priority Hire requirements, Preferred Entry requirements, and Diversity hiring goals (if any) for the project to all Contractors.

Should any craft disagree with the Contractor's proposed classification for craft work at the pre-job meeting, it remains the full responsibility of the Contractor to select the prevailing wage and craft designation that the Contractor believes is appropriate.

However, the Contractor shall have the remaining week prior to submitting the Final Trades assignment and prior to the start of work on the site to consider the information provided and to determine if the Contractor wishes to modify their intended pay and craft designation. All Contractors shall confer with any craft challenging initial trade assignments prior to submitting a Final Trade Assignment (Attachment D).

Contractors shall file a Final Trade Assignment a minimum of one week after the pre-job conference and prior to starting work. A craft challenging a Contractor's Final Trade Assignment shall notify SPS.

The Prime Contractor and/or sub-contractors having previously attended a pre-job conference for any other regional PLA or CWA covered project may submit a request for a waiver through SPS to the Building Trades from attending the pre-job meetings provided they are performing the same scope of work.

Should an emergency make it impracticable for a Contractor to attend a pre-job two weeks ahead of commencing work, the Contractor may give less than two weeks' notice and request a pre-job meeting be scheduled accordingly by contacting SPS.

#### **PARKING**

The Prime Contractor will ensure no-cost parking is available to workers within a four (4) block area from the project work site. Such parking may be either on-site parking, nearby off-site dedicated parking, or free on-street parking in the immediate residential area that is not restricted by designated neighborhood parking zone limitations during the project work hours.

If the Prime Contractor determines such parking is not available, then the Prime Contractor will provide transportation between the project worksite and a designated parking location that the Prime Contractor provides, all at no cost to the worker. In such situations, workers shall leave their place of work 15 minutes before end of shift for travel. Such transportation between the site and the parking shall be available to the workers throughout each scheduled workday.

## **SAFETY**

Section 3. It shall be the exclusive responsibility of the Contractor to ensure the safety and health of its workers and compliance with all such safety rules in accordance with the requirements of the Occupational Safety and Health Act (OSHA) 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, and this SCWA, as well as the applicable SPS contract.

Contractors of every tier 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 appropriate replacement schedules of such PPE which may be subject to pre-job conference discussion by the Union with the Contractor. Safety rules shall be posted at the job site and shall be uniformly enforced.

Section 4. Should a Contractor seek to change any safety rule during a project, such proposed changes shall be discussed at Project Administrative Committee meetings (ARTICLE VII) prior to implementation.

Section 5. Rest Facilities: Adequate sanitary and restroom facilities will be provided at the work location to allow workers to wash-up before and after their meal and at appropriate breaks or other intervals where exposures create an appropriate risk for hand washing. 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.

## **ARTICLE III**

### **PAYDAY, WAGE RATES AND FRINGE BENEFITS**

#### **PAYDAY**

Section 1. 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.

Section 2. 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 business days prior to the established payday.

If the Collective Bargaining Agreement applicable to the craft of the worker who has been subject to a delinquent paycheck has penalties for such delinquencies, the Contractor is subject to payment of such penalties, in addition to all wages due to the worker.

Section 3. Any worker who is discharged or laid off shall be entitled to receive all accrued wages immediately upon 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.

### **WAGE RATES**

Section 4. All workers covered by this SCWA shall be classified in accordance with the work performed and paid the hourly wage rates for those classifications, in compliance with the applicable prevailing wage rates as required by Chapter 39.12 of the Revised Code of Washington, as amended. This requirement applies to laborers, workers and mechanics, employed by the Contractors of any tier, or by any other person who performs a portion of the work within this SCWA.

The wages that shall apply are State of Washington prevailing wage rates for all workers, incorporating the Davis-Bacon Act wages (if applicable). Wage rates are those in effect at the time each Covered Project is bid, with changes as specified below. If both Davis- Bacon and State prevailing wage requirements apply, the higher wage rate will prevail.

Each September, Contractors of every tier shall incorporate all increases to such rates that are announced by the State or Federal government, as applicable, for the duration of each Covered Project. Federal updates to Davis Bacon wages will not be incorporated and updated until the annual September adjustment. Such increases shall be made effective the first full payroll period following the effective date.

Section 5. 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 project may be modified by mutual consent).



## **TRUST FUND**

Section 6. All Contractors are required to pay into an appropriate joint labor/ management employee benefit trust ("The Trust Fund"), including increases, regardless if they participate in an employer-sponsored benefit plan(s). The Contractors of any tier 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 7. 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 SPS of such delinquency with all documentary evidence of the delinquency endorsed by the Fund.

Section 8. If any Contractor does not pay into the Trust Fund, the Union may provide notice to the Prime Contractor and SPS, and either:

1. after ten business days from such notice, delinquencies remain unpaid, the Prime Contractor (if different) shall withhold the delinquent amount from any payments that are otherwise due to the Contractor. The Prime Contractor shall not release such withholding until the delinquent Contractor complies; or
2. the delinquent Contractor and Prime Contractor (if different) may, by agreement, identify other agreeable solutions that assure timely payment to the Trustfund(s).

## **ARTICLE IV**

### **HOURS OF WORK, OVERTIME, SHIFT & WORK RULES**

Section 1. This ARTICLE may be pre-empted by SPS contract and/or by SPS instructions to the Prime Contractor, when SPS determines it is necessary due to unforeseen project needs, provided adequate notice is given to the Union by SPS.

Section 2. Hours of Work: The standard shifts are five eight (8) hours of work or four days of ten (10) hours of work per local craft collective bargaining agreement, scheduled between 7:00 am and 7:00 pm with one half hour designated as an unpaid period for lunch.

1. The starting time may be different (staggered) on a crew basis.
2. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

Contractors shall provide notification in writing of change in hours of work to affected Unions 3 days prior to implementation.

Contractors are required to take actions as needed to ensure completion by the Substantial Completion Date, which may include expanding work hours with overtime or working multiple shifts. Such changes shall be provided to SPS and the affected Unions at least three (3) working days in advance. When shift work is established, it must continue for a minimum of five consecutive days (depending on 5/8 or 4/10).

Section 3. Overtime: All hours worked more than forty (40) hours per week of straight- time, or outside of regular shift, Monday through Friday and Saturday shall be paid in accordance with applicable State and Federal prevailing wage requirements. There shall be no pyramiding of overtime pay.

Section 4. Recognized holidays shall be in accordance with the prevailing wage benefits adopted by the Department of Labor & Industries and defined as "usual benefits" for each respective craft but at a minimum shall include as follows: (1) New Year's Day, (2) Memorial Day, (3) Fourth of July, (4) Labor Day, (5) Thanksgiving Day, (6) Friday after Thanksgiving Day and (7) Christmas Day. Work may be performed on Labor Day when circumstances warrant, i.e. the preservation of life and/or serious property damage. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate overtime rate as provided for by RCW 39.12.

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. If 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.

1. 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.
2. An additional hour of overtime pay shall be provided in lieu of lunch.
3. Craft workers required to work more than two hours after the end of an eight-hour shift and one hour after a 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.
4. An additional hour of overtime pay shall be provided in lieu of a second lunch

Section 6. 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 four (4) 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.

Section 7. Security: Security procedures for control of tools, equipment and materials are the responsibility of the Contractor. Workers having any company property or the property of another worker in their possession without authorization are subject to immediate discharge. The Contractor will be responsible for the establishment of reasonable security measures for the protection of personal, company and SPS property.

Section 8. Emergency Shut Down: It will not be a violation of this SCWA, when the Contractor considers it necessary to shut down work in whole or in part to avoid the possible loss of human life and/or because of an emergency that could endanger the life and safety of a worker. In such cases, workers will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests workers to stand by, the employees will be compensated for the "stand by time." In the event of any conflict, the appropriate local collective bargaining agreement shall apply.

## **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 Covered Projects within the scope of this SCWA.

Section 2. No worker shall be required to become a member of a Union, or pay any dues or dues equivalent, to be eligible for employment under this SCWA. No Contractor shall be required to become affiliated with the Union to be eligible for work under this SCWA.

Section 3. 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 SPS in a timely manner if a Contractor is delinquent in remitting representation fees authorized by the worker.

Section 4. Union representatives shall have reasonable access to Covered Projects, provided they do not interfere with the work of the workers and such representatives and fully comply with the visitor, safety and security rules established for Covered Projects as established at the pre-job conference.

Section 5. 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 6. The working Steward shall be paid at the applicable wage rate for the job classifications in which they are employed.

Section 7. Steward(s) for each craft of the Unions employed on Covered Projects shall be permitted on Covered Project sites 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 8. 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 9. 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 10. The Steward's duties shall not include hiring and termination.

Section 11. 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. Contractors shall retain their full rights and responsibilities to utilize what they determine to be the most appropriate method or techniques of construction, tools, or other labor-saving devices.

Except as limited by this SCWA Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, discharge for just cause, or layoff per local craft collective bargaining agreement. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of workers.

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. SPS will provide project oversight and administration through internal dedicated staff and/or may appoint third party administration.

Copies of redacted certified payroll and daily worker sign in sheets (if the Contractor maintains daily sign-in sheets for the Project) will be made available upon request, redacted and subject to the limitations of law. Such copies can first be requested from SPS (or the third-party administrator if appropriate) and if unavailable from SPS, the Contractor.

Section 3. The selection of craft foreman and/or general foreman and the number of such foreman and/or general foreman required, shall be entirely the responsibility of the Contractor.

## **ARTICLE VII**

### **PROJECT ADMINISTRATIVE COMMITTEE**

Section 1. The parties to this SCWA including all Contractors, recognize the advantages of cooperation and communications as well as efficient and satisfactory resolution of disputes, misunderstandings or unfair practices on a project. Towards this end, the parties agree to participate in a Project Administrative Committee (PAC).

SPS shall schedule the PAC and notify the participants of the meeting schedule. The PAC shall be held at least monthly at a location specified by the Seattle Building Trades, and SPS may call an emergency meeting if appropriate. The PAC attendees shall include the Prime Contractor(s), SPS and Union representatives. The SPS CTE Program representative is encouraged to attend, and other SPS departments representatives may attend as necessary. Pre-Apprenticeship program representatives and Apprentice program representatives are encouraged to attend.

SPS shall gather the appropriate reports and documents and deliver to the parties at least one week prior to the PAC meeting. SPS shall prepare copies of the reports and materials to distribute to the PAC membership and any interested audience or stakeholders upon their request.

The PAC agenda will include a review and discussion of at least the following:

1. safety practices and incidents (if any),
2. hiring rates of each category of SPS Priority Hires and SPS Diversity Hiring,
3. apprenticeship utilization rates,
4. preferred entry,
5. project progress and schedule,
6. appropriate workplace conditions, and
7. any other relevant issues or topics that are identified by any party to the PAC.

The parties agree to identify and address issues as they arise and resolve them in a timely manner. Only signatory parties to this Agreement shall have voting rights when the PAC decides by vote. The PAC shall allow interested contractors and community members to attend meetings.

SPS shall chair the Committee. SPS and Unions shall each have one vote regardless of the number of representatives from each that are in attendance. When in disagreement, the Union and SPS may, by mutual agreement, appoint an impartial third party to break the tie with a third vote.

Any agreements or resolutions reached pursuant to the PAC shall not supersede, alter, modify, amend, add to or subtract from this SCWA, unless the authority to do so is specifically expressed elsewhere in this SCWA. All Parties signatory to this SCWA acknowledge the important of attendance and active support of the PAC and agree to participate in the meetings as their responsibility on the Project requires.

## **ARTICLE VIII**

### **DISPATCH, UNION REFERRALS AND HIRING PROCEDURES**

Section 1. Contractors shall use the dispatch resources or procedures of the signatory Unions to acquire workers, unless otherwise required by this SCWA. There shall be no discrimination against any employee or applicant for employment because of their membership or non-membership in the union or based upon race, creed, color, sexual orientation, gender identity, age or national origin of such employee or applicant.

Section 2. Craft Request Form. Each Contractor shall use the agreed-upon Craft Request Form (Attachment E) when requesting a new employee for dispatch on Covered Projects and shall provide a concurrent copy to SPS of all Craft Forms submitted to the Unions. The Contractors agree to maintain copies of all submitted Craft Request Forms used on Covered Projects. The Craft Request Form must comply with Article X ("PRIORITY WORKERS AND DIVERSITY HIRING").

Section 3. Unions shall first call-out to dispatch SPS Priority Workers in the order specified (see DEFINITIONS), until the craft request is filled. Union dispatch resources shall continue to prioritize the dispatch of such workers even after the required percentages are stabilized and appear that the Prime Contractor would likely achieve the requirements.

Section 4. Turnarounds. A Contractor may reject any referral for any lawful reason. Refusal by a Contractor to employ the dispatched worker (such refusal also a "turnaround"), requires a written explanation from the Contractor that shall be copied to the Prime Contractor (if different), SPS and the affected Union, within two business days. SPS 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. Unfilled Request. If the signatory Unions are unable to fill a request for a worker within 2 working days after such a request is made by any Contractor, the Contractor shall notify SPS and the Union. All parties shall make reasonable efforts to refer a priority or diverse worker (see DEFINITIONS) who can meet the needs of the work to be performed.

## **ARTICLE IX CORE WORKERS**

Section 1. The parties agree that non-signatory contractors of any tier often have employees on their payroll that have worked for the contractor for an extended period of time. These workers, referred to as core workers, are believed to contribute to the efficiency and competitiveness of such non-signatory contractors.

SPS seeks to remove barriers for non-signatory Contractors so they can compete effectively on projects covered by the SCWA without unnecessarily displacing all their own workers to do so, provided that such workers performing covered employment shall be compensated as specified in ARTICLE III (Payday, Wage Rates and Fringe Benefits) and observe the working conditions specified in ARTICLE II (Project Conditions) and ARTICLE IV (Hours of Work, Overtime, Shift and Work Rules).

A contractor of any tier that is not signatory with any Union party to this Agreement may request as many as three core workers and up to two apprentices (as defined below) for each contract that they perform for the Project. The ratio of apprentices to journey level workers must remain in compliance with the applicable apprenticeship program standards.

The Contractor shall inform the Union that is applicable to the scope of work that the proposed Core Worker will perform and provide the name and scope of work that such a core worker would perform.

Section 2. Upon request of SPS or any Union, Contractors must demonstrate that the core worker meets the applicable requirements for a journey-level placement or for an apprentice placement. The Contractor shall provide detailed documentation at the pre- job conference identifying their Core Workers for the project and the core worker's scope of work and certified payroll data to verify that the worker meets the required definition, redacted as appropriate.

A Journey level Core Worker must have:

1. worked on the Contractor' payroll a minimum of one thousand five hundred (1500) hours within the craft classification over the last two-year period (given the date of dispatch to the Covered Project); and
2. been on the Contractors active payroll for at least sixty (60) out of the ninety (90) calendar days prior to the execution of the cover project contract for the affected Contractor; and
3. all the appropriate minimum requirements and qualifications, including either journey level qualifications of the craft they are performing or Apprenticeship placement, and shall hold all required licenses and certifications for the work of their craft.

Apprentices that are proposed as Core Workers shall be enrolled in a WSATC program and must be an SPS Priority Hire (see DEFINITIONS).

Section 3. SPS shall monitor Contractor compliance to this Core Worker definition.

Section 4. No Core worker covered by this SCWA shall be required to join any Union as a condition of being employed on the project.



## **ARTICLE X**

### **PRIORITY WORKERS AND DIVERSITY HIRING**

Section 1. It is the goal of all the parties to increase the participation of under- represented groups and those that are of special concern and responsibility for SPS. This includes SPS Priority Hires and SPS Diversity Hires (see DEFINITIONS). The Unions, SPS and all Contractors of every tier, as well as the Project Administrative Committee, agree to work towards achieving such diversity, which can include but is not limited to efforts for dispatch, hire, core employee placements, direct or preferred entry placements, and recruitment strategies.

Qualified workers who are SPS Priority Hires will be first priority for dispatch and placements (ARTICLE VIII). Contractors shall maximize the hours that SPS Priority Hires perform on the project.

The Board of Directors for Seattle Public Schools may set requirements for the Contractor as to the share of hours such SPS Priority Hire workers must perform over the total cumulative hours performed on the project.

The Board of Directors for Seattle Public Schools may set goals for the Contractor to pursue as to the share of hours performed by SPS Diversity Hires. Any such goals or requirements would apply only to projects that had not yet been Bid.

## **ARTICLE XI**

### **APPRENTICESHIP HIRING PRIORITIES AND REQUIREMENTS**

Section 1. The parties including assenting Contractors agree to utilize apprentices from apprenticeship programs registered or recognized by the Washington State Apprenticeship Training Council (WSATC) programs. Such apprentices shall work total hours as established within SPS contract for the Covered Project for no less than 15% of total project hours on each project.

Section 2. The SPS Workforce Utilization Plan shall be prepared by the Prime Contractor and submitted to SPS prior to the SPS pre-construction conference and approved by SPS prior to start of work. The Workforce Utilization Plan provided by the Prime Contractor shall describe how the Prime Contractor will achieve the goals and requirements for utilization of apprentices and other hiring requirements or expectations. The Plan shall be updated regularly by the Contractor as directed by SPS. The Prime Contractor's Workforce Utilization Plan will be reviewed by the PAC and appropriate efforts shall be taken to ensure the desired utilization.

Section 3. SPS Priority Hires and SPS Diversity Hires (see DEFINITIONS) are the demographic priorities for hiring and placement of apprentice workers. Contractors shall maximize the utilization of apprentices who are SPS Priority Hires and SPS Diversity Hires.

Section 4. The parties and assenting Contractors shall assure that apprentices of all skill levels will be supervised by journey level workers to promote the safety, health and education of the apprentice.

## **ARTICLE XII PREFERRED ENTRY**

Section 1. The parties seek to construct and expand pathways to apprenticeship training and lifetime careers for individuals who have been defined as priorities for SPS (see SPS Priority Hires and SPS Diversity Hires in DEFINITIONS). This facilitates a workforce reflective of the diversity of the Seattle Public School students and households, neighborhoods and communities and will facilitate the greatest total economic return and benefit of the project costs to return back to the residents and taxpayers of SPS.

Section 2. This SCWA establishes a Preferred Entry initiative in order to encourage and place individuals into apprenticeship training.

SPS, the Unions and the Contractors will identify, recruit, support and prioritize individuals that meet the definitions for SPS Priority Hires and SPS Diversity Hires to consider construction work and training and assist such individuals to either (1) enter Pre-Apprenticeship training programs that will prepare them to meet entry standards for WSATC apprenticeship programs that allow qualified preferred entry applicants into their programs, and (2) to pursue entry directly into an Apprenticeship program if the candidate is already a graduate of such a pre-apprenticeship program or otherwise trained sufficient to meet the apprenticeship program requirements.

Qualified Workers who are eligible as Preferred Entry candidates shall be placed with Contractors working on Covered Projects, 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 upon placement.

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. The Superintendent of SPS may reduce the number of required hours to a minimum of 350 hours on Covered Projects that have insufficient total apprentice hours to support placements of a 700-hour duration.

Section 3. The Prime Contractor shall ensure one (1) of each five (5) apprentices who have worked at least 350 or 700 hours, whichever minimum is set by the Superintendent of SPS on the Covered Project is placed directly from a recognized WSTAC Pre- Apprenticeship program.

Section 4. The Prime Contractor agrees to hire such Preferred Entry apprentices during the early start of work on the Covered Projects. SPS, Unions and Contractors recognize Preferred Entry Apprentices until they reach journey level status.

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 who meet the demographics of SPS Priority Hires or SPS Diversity Hires will count towards accomplishment of those cumulative total project goals and 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 XIII  
SUBCONTRACTING,  
WOMEN AND MINORITY OWNED BUSINESS**

Section 1. Every Contractor of any tier agrees that they will not subcontract any Covered Project work except to a person, firm or corporation who has signed on as a party to this SCWA by a letter of assent.

Section 2. The Prime Contractor, SPS and the Unions commit to provide outreach, and train, mentor and support woman and minority contractors on any Covered Project. SPS, the Prime Contractor and the Unions also will provide training and assistance about working under the SCWA to any interested contractor and those contractors who may wish to bid on such work.

Section 3. Any Contractor conducting a bid process for work to be performed for a Covered Project, shall notify all bidders of the requirement to comply with the terms and conditions of this SCWA.

Section 4. 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 SCWA, prior to beginning work on the Projects.

## **ARTICLE XIV**

### **UNIONS NOT SIGNATORY TO SCWA**

Section 1. If a Union that traditionally represents construction workers in the geographic area of the Covered 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 Project:

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.

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 XVI (No Strikes, No Work Stoppages and No Lockouts) XVI (Work Stoppages and Lockouts) and ARTICLE XVIII (Craft Jurisdiction and Jurisdictional Disputes) for the contractor to be awarded work under this Agreement. Such Contractor may utilize its existing workforce and wage and benefit package.

## **ARTICLE XV**

### **VETERAN EMPLOYMENT**

Section 1. This SCWA 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 SPS agree to coordinate with the Center and other appropriate veteran referral sources, to maintain an integrated database of veterans interested in working on Covered Projects, and of apprenticeship and employment opportunities for Covered Projects. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable 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 as defined by the SPS, as part of the Priority Worker hours that the contract shall require the Prime Contractor to achieve for the Covered Project.

## **ARTICLE XVI**

### **NO STRIKES, NO WORK STOPPAGES AND NO LOCKOUT**

Section 1. For the project covered by this SCWA, 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 Covered Project sites violates this Article.

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. Any worker who participates in or encourages any activities that interferes with normal operations on a Covered Project, shall be subject to disciplinary action, including discharge, and if justifiably discharged shall not be eligible for rehire on the 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 their office to cause the Local Union or Unions to cease any violations of this Article. 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 their office to cause the workers the Local Union represents to cease any violations of this Article. 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.

Section 4: Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or Local Union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages.

## ARTICLE XVII

### DISPUTES (NON-JURISDICTIONAL) AND GRIEVANCES

Section 1. This SCWA promotes close cooperation between management and labor. Each Union will assign a representative to ensure the Covered 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 jurisdictional dispute shall be managed under ARTICLE XVIII of this SCWA. Any other dispute on a Covered Project shall be considered a grievance and subject to resolution under this Article. The Prime Contractor and SPS 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 SCWA feels aggrieved by a violation of this SCWA, 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 written notice to the Contractor's worksite representative. The notice shall describe the violation(s) and provision(s) violated.

The Union representative and Contractor's work-site representative shall meet or discuss the dispute within three (3) working 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 within five (5) working days of such discussion.

Step 2. To escalate the grievance into Step 2, the Union may, within five (5) business days after the discussion, send 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 SCWA that are alleged to have been violated. The Union will send 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. SPS will take meeting minutes and share with the Prime Contractor, 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 ten (10) business days following the Step 2 meeting, 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 and

Conciliation Service (FMCS) to provide them with a list of arbitrators from which the Arbitrator shall be selected. The FMCS rules shall govern the conduct of the arbitration hearing. 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 and shall not have authority to change, amend, add to or detract from this Agreement.
  
- c. If the grievance has not been resolved within ten (10) business days following the Step 2 meeting, 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 and Conciliation Service (FMCS) to provide them with a list of arbitrators from which the Arbitrator shall be selected. The FMCS rules shall govern the conduct of the arbitration hearing. 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).
  
- d. The Arbitrator shall have the authority to decide only issues presented and shall not have authority to change, amend, add to or detract from this Agreement.

## **ARTICLE XVIII**

### **CRAFT JURISDICTION & JURISDICTIONAL DISPUTES**

Section 1. The assignment of work is the sole 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 (Attachment D).

Section 2. All jurisdictional disputes on a Covered Project, between or among Building and Construction Trades Unions, Northwest National Construction Alliance II, and Parties to this SCWA including Contractors of any tier, shall be settled and adjusted according to the Plan. 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 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.

**ARTICLE XIX**  
**TERM**

Section 1. This agreement shall commence upon executed signatures by the parties and shall continue in full force until all Covered Projects are complete as defined in Article I, Section 6 or as otherwise amended.

The agreement shall continue in full force and effect for each Covered Project throughout the duration of each project.

The parties shall make known their intention to renew this model agreement, by written notice to the other as soon as practical, which may be as early as six months prior to the otherwise effective expiration date for this agreement.

The parties may mutually agree to amendments or modifications of this agreement.

**ARTICLE XX**  
**GENERAL PROVISIONS**

Section 1. Titles and headings of sections and provisions in this agreement are for convenience only.

Section 2. The parties recognize that if any provision of this agreement shall be held invalid in any court or other government action, the remaining provisions shall not be affected. Upon such invalidation, both parties agree to meet to re-negotiate such parts or provisions affected





**Heat & Frost Insulators & Allied Workers Local 7**

DocuSigned by:  
*Todd Mitchell*  
Signature: \_\_\_\_\_  
Todd Mitchell, Business Manager

**Bricklayers and Allied Craftworkers Local 1**

DocuSigned by:  
*Matthew Bilyeu*  
Signature: \_\_\_\_\_  
Matthew Bilyeu, Business Manager

**Boilermakers Local 502**

DocuSigned by:  
*Tracey Eixenberger*  
Signature: \_\_\_\_\_  
Tracey Eixenberger, Business Manager

**Cement Masons & Plasterers Local 528**

DocuSigned by:  
*Eric Coffelt*  
Signature: \_\_\_\_\_  
Eric Coffelt, Business Manager

**IBEW Local 46**

DocuSigned by:  
*Sean Bagsby*  
Signature: \_\_\_\_\_  
Sean Bagsby, Business Manager

**Operating Engineers Local 302**

DocuSigned by:  
*Daren Konopaski*  
Signature: \_\_\_\_\_  
Daren Konopaski, Business Manager

**Elevator Constructors Local 19**

DocuSigned by:  
*Patrick Strafer*  
Signature: \_\_\_\_\_  
Patrick Strafer, Business Manager

**IUPAT District Council 5**

DocuSigned by:  
*Todd Springer*  
Signature: \_\_\_\_\_  
Todd Springer, Business Manager

**Iron Workers Local 86**

DocuSigned by:  
*Chris McClain*  
Signature: \_\_\_\_\_  
Chris McClain

**UA Plumbers & Pipefitters Local 32**

DocuSigned by:  
*Jeffrey J. Owen*  
Signature: \_\_\_\_\_  
Jeffrey J. Owen, Business Manager

**Laborers Local 242**

DocuSigned by:  
*Dale W Cannon*  
Signature: \_\_\_\_\_  
Dale Cannon, Business Manager

**Roofers Local 54**

DocuSigned by:  
*David D Benson Jr*  
Signature: \_\_\_\_\_  
Dave Benson, Business Manager

**Sheet Metal Workers Local 66**

DocuSigned by:  
*Lance Deyette*  
Signature: \_\_\_\_\_  
Lance Deyette, Business Manager

**Sprinkler Fitters Local 699**

DocuSigned by:  
*Stanton Bonnell*  
Signature: \_\_\_\_\_  
Stanton Bonnell, Business Manager

**Teamsters Local 174**

DocuSigned by:  
*Carl Gasca*  
Signature: \_\_\_\_\_  
Carl Gasca, JC-28 Construction Chair

**ATTACHMENT A****LETTER OF ASSENT**

All Contractors of any tier who are awarded work on an SCWA project must agree to work under the provisions of the Student and Community Workforce (SCWA) and associated contract provisions, as a condition of award. Each subcontractor of any tier must sign this letter of assent and provide to their Prime Contractor.

The undersigned, as a contractor on a project which is covered by the Seattle Public Schools (SPS) Student and Community Workforce (SCWA), for and in consideration of the award of a contract (of any tier) to perform work on said project, and in further consideration of the mutual promises made in the Student & Community Workforce Agreement, a copy of which you received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Student Community Workforce Agreement, on behalf of itself and all its employees, 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, may subject the non-complying contractor or employee(s) to being prohibited from the jobsite site until full compliance is obtained. SPS reserves the right to exercise other enforcement mechanisms in lieu of prohibition from the jobsite.
2. Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of the Student & Community Workforce Agreement.
3. Agrees to secure from any subtier contractor(s) that are engaged through our firm, a duly executed Letter of Assent on an identical form, prior to commencement of any work.

SPS Project Name	General Contractor
SPS Jobsite Address	Prime you are contracted to if not General listed above
Your Company Name	
Your Estimated Start-work Date	Your Estimated End-work Date
Your Contractor UBI Number	Your Authorized Signatory Name and Title
Your Phone Number	Your Billing Address
Signature Date	Signature of Authorized Representative

## ***Attachment B***

### **Economically Distressed Zip Codes**

<b>Downtown</b>	<b>98101</b>
<b>Capitol Hill/Eastside</b>	<b>98102</b>
<b>Downtown/ International District</b>	<b>98104</b>
<b>Delridge</b>	<b>98106</b>
<b>Ballard</b>	<b>98107</b>
<b>S. Beacon Hill/South Park</b>	<b>98108</b>
<b>Interbay/Queen Anne</b>	<b>98109</b>
<b>Rainier Valley/Rainier Beach</b>	<b>98118</b>
<b>Belltown</b>	<b>98121</b>
<b>Central District</b>	<b>98122</b>
<b>Lake City/Northgate</b>	<b>98125</b>
<b>Delridge/High Point</b>	<b>98126</b>
<b>Bitter Lake/NW Seattle</b>	<b>98133</b>
<b>N. Beacon Hill</b>	<b>98144</b>
<b>White Center</b>	<b>98146</b>
<b>Rainier Beach/Skyway</b>	<b>98178</b>

---



**Pre-Job Conference Form**  
Ver. May, 19, 2021



Please fill out the following pages. Be as thorough as possible. Please contact the SCWA Administrator with questions.

**Do you request a waiver to attending the pre-job conference?**

Yes  No

A Contractor may request a waiver of the SCWA Pre-Job Conference attendance requirement if the contractor has attended a pre-job conference for any other regional PLA or CWA covered project and they are performing the same scope of work. The contractor recognizes and agrees that the Seattle Building and Construction Trades Council and the Affiliated Local Unions signatory to the SCWA, retain their rights as stipulated in the SCWA to deny this waiver request, and to challenge any proposed trade assignment.

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?

If yes, list sub-contractors and work description:

Yes

No

**Sub-Contractor Company Name**

**Work Description**

<b>Sub-Contractor Company Name</b>	<b>Work Description</b>

### Current Union Agreements

--

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 the 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/Stone/Marble/Tile Setters/Terrazzo			
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 Worker

For each contract held, a contractor may request up to three journey employees and/or two apprentices to be placed on the job. Such workers must meet the qualifications in the SCWA and place their names with the respective Union Hall dispatch prior to the worker(s) start of work.

Core Worker information provided by

Email Address

Core Worker information verified by


#### Open-Shop Core Worker #1

Employee Name:

Hire Date:

Classification:

This employee meets the qualifications specified in the SCWA

Yes

No

#### Open-Shop Core Worker #2

Employee Name:

Hire Date:

Classification:

The employee meets the qualifications specified in the SCWA

Yes

No

#### Open-Shop Core Worker #3

Employee Name:

Hire Date:

Classification:

The employee meets the qualifications specified in the SCWA

Yes

No

#### Apprentice #1

Apprentice Name:

Hire Date:

Apprentice ID#

Classification:

The apprentice meets the qualifications specified in the SCWA

Yes

No

#### Apprentice #2

Apprentice Name:

Hire Date:

Apprentice ID#

Classification:

The apprentice meets the qualifications specified in the SCWA

Yes

No

Form completed by

print name

date

Signature





# SPS Final Trade Assignment

Ver. May 19, 2021



Contractor shall submit this form to [Osvaldo.Guel@seattle.gov](mailto:Osvaldo.Guel@seattle.gov) (the SPS SCWA Advisor) one week after the Tuesday Pre-Job Conference and prior to starting work

Tuesday Pre-Job Meeting Date		Form submittal Date	
General Contractor for Project		Project Name	
Contractor Company Name		Contract #	
Submitting Contractor Business Address		Submitting Contractor Phone	
		Submitting Contractor Email	

This is notification of the Trade Assignment(s) under the included scope(s) of work and fulfills contractor responsibility under the SPS Student & Community Workforce Agreement (SCWA) 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 specified in the SCWA Jurisdictional Disputes section. This provision allows for competing Unions to pursue their claims without disrupting work.

**The following is the Final Trade Assignment for each task.**

Scope of Work	Assigned to	Challenged by

Scope of work	Final Trade Assignment

**Contractor Representative Signature:**

## Student & Community Workforce Agreement



### CRAFT WORKER REQUEST FORM TO UNION DISPATCH FOR WORKER FROM SPS CONTRACTOR

**SPS PROJECT NAME:**

#### INSTRUCTIONS

**Contractor:** Email or fax this form to the applicable union to request craft workers for the SPS project. Please send a copy to [Osvaldo.Guel@seattle.gov](mailto:Osvaldo.Guel@seattle.gov). Call the local Union to verify receipt and retain a copy for your records.

**Union:** Complete the “**Union Use Only**” section and email back to the original contractor and to [Osvaldo.Guel@seattle.gov](mailto:Osvaldo.Guel@seattle.gov). Retain copy for your records.

Local Union Name:	Submittal Date:
Contractor Name:	Name of Contractor Rep:
Contractor Rep Phone:	Contractor Rep Email:

Please dispatch a craft worker per the SPS SCWA that fulfills a demographic below in the priority listed. If a box is checked, please seek that demographic first. Should no worker present with that demographic, I consent to a general call-out.

Any worker in the order below, UNLESS a box is checked to indicate a super-ceding preference:

- “Priority Worker” in the order of priority below:
  - SPS Student (former student, graduate, GED, etc.)
  - Wage-earner for a current SPS Student
  - Seattle Distressed Zip Code
- Pre-apprenticeship graduate who is either:
  - SPS Student (former student, graduate, GED or any other status)
  - Wage-earner for a current SPS Student
  - Seattle Distressed Zip Code
- Woman and/or people of color

Job/Craft Description	Specify Journeyman Apprentice	Number Requestd	Report Date	Report Time

**Total Workers Requested** \_\_\_\_\_

**Union Dispatch should instruct worker(s) to report to the following:**

Site Address:	Report to (On-Site Contact Name):
On-Site Telephone:	Fax:

**Contractor comments including any special licenses or qualifications:**

Seattle Economically Distressed ZIP Codes			
98101	Downtown	98102	Capitol Hill/Eastlake
98104	Downtown/ID	98106	Delridge
98107	Ballard	98108	S. Beacon Hill/South Park
98109	Interbay/Queen Anne	98118	Rainier Valley/Rainier Beach
98121	Belltown	98122	Central District
98125	Northgate	98126	High Point
98133	Bitter Lake/NW Seattle	98144	N. Beacon Hill
98146	White Center/Fauntleroy	98178	Rainier Beach/Skyway

PROJECT: XXXXXXXXXXXXX

Prime: XXXXXXXXXXXXXXXXXXXXX

## EXHIBIT 11 - WMBE Implementation Plan and WMBE Inclusion Plan

### WMBE Implementation Plan

**PRIME NAME:**  
**WMBE INCLUSION PLAN**

Phase	Total WMBE Goal	WBE Sub-Goal	MBE Sub-Goal
Construction Services			

This is completed after award and will be presented and explained to the City’s Contract Compliance

Team ([Miguel.Beltran@seattle.gov](mailto:Miguel.Beltran@seattle.gov)). This plan will incorporate the WMBE Inclusion Plan and also details additional requirements for WMBE inclusion activities. This document will be updated monthly.

#### 1. WMBE EXPERT

[ ] is our WMBE Expert and will coach Prime’s personnel about WMBE inclusion, to enhance diversity, promote and report on WMBE inclusion. The WMBE expert will hold numerous training and outreach sessions to develop expertise and perspectives.

#### 2. ASPIRATIONAL GOALS

The table above states the aspirational goals as a percentage of awarded contract amount of \$ [ ] .

#### 3. MANDATORY USE OF INCLUSION PLAN

The prime and lower “primes” are required to use the City’s Inclusion Plan (sample attached) for every bid package as a responsiveness requirement. The prime will propose past performance rate for each bid package which will be reviewed, approved, waived or revised by the City Contract Compliance.

#### 4. CONSTRUCTION PLANNING

The following are required for the Prime to perform during the procurement of scopes of work/bid packages:

- WMBE firms face challenges and barriers to competitive bids.
- Analyze subcontract bids from past projects to determine why WMBEs were not selected.
- Speak authentically with local WMBEs about performance and how to enhance competitiveness.
- Design bid packages to leverage local WMBEs particularly the under-represented minority firms.
- Help WMBEs understand bid requirements before packages are publicly tendered.
- Review bid packages to ensure WMBE firms are likely to successfully engage.
- Break bid packages to scale for local WMBEs. Some packages may succeed if they are larger, and allow sub-tier WMBE utilization; some bid packages will succeed if they are smaller. The prime will align the size and scale to the WMBE market.
- If the prime is signatory to any collective bargaining agreement, negotiate with unions waiver to allow WMBEs not to be subject to core workers and other terms stipulated in CBAs.

PROJECT: XXXXXXXXXXXXX

Prime: XXXXXXXXXXXXXXXXXXXXX

The Prime aspires to contract with WMBEs for:

Element of Work	Estimated value	WMBE %
Civil / Utility Work		
Landscape & irrigation		
Structural Concrete & Masonry		
Metals		
Carpentry		
Roofing		
Doors & Windows		
Finishes		
Specialties		
Plumbing		
HVAC		
Electrical		

A list of potential WMBEs for each scope of work should be attached and augmented as more WMBE firms are identified through outreach efforts.

**Deliverables:** Subcontracting Plan to be updated monthly

### 5. Materials, Supplies, and Equipment

Suppliers of materials and equipment and consumables are often overlooked in early planning. The prime intend to issue purchase orders to WMBEs for the following purchases:

e.g. fuel for all equipment on site, fencing, etc.

**Deliverables:** Subcontracting Plan to be updated monthly

### 6. OUTREACH

The prime's WMBE Expert and a member of the Prime company (if different than the WMBE Expert) will:

- Attend National Association of Minority Contractors (NAMC), Tabor 100 and AMWE monthly meetings and deliver two presentations per year at each association.
- Host a "How to do business with Us" workshop per year.
- Host a table at the Regional Contracting Forum every year.
- Attend all Pre-bid meetings.
- Other, as strategized by the prime, WMBE Expert, SPS and the City.

We will engage in the following to recruit potential bidders:

- Pre-bid meetings for each bid package
- Develop a contract-specific web-page on our website with a link to City's Project webpage
- Advertise in Daily Journal of Commerce ("DJC")
- Notify Business Resource Providers of opportunities
- Personal calls to WMBEs who worked for the City.

PROJECT: XXXXXXXXXXXXX

Prime: XXXXXXXXXXXXXXXXXXXX

## 7. MENTORSHIP

The prime will create a mentorship/technical assistance program to provide access to WMBE firms who face barriers (bonding, technical, insurance, LCPTracker, B2GNow, etc.) entering the public works arena and also to help successful WMBE firms grow their businesses by increasing services or volume of work.

**Deliverables:** Monthly mentorship activity and outcomes report

## 8. COMMUNICATIONS and REPORTING

**Progress Meetings**—have a regular standard progress meeting with City staff (those individuals identified by the City) to discuss WMBE and other social equity expectations and progress.

**Deliverables:** Monthly summary report and attached subcontracting plan, mentorship and outreach activity

### Monitoring

The Prime will report WMBE and certified payrolls using the City systems (B2Gnow and LCPTracker) and will host monthly progress meetings. The prime will monitor qualitative impacts by interviewing WMBE firms under subcontract, discuss WMBE issues at progress meetings, and keep a close eye on cash flow and costs. If a WMBE subcontractor of any tier cannot perform designated work, the Prime and any “sub-tier primes” endeavor to seek another WMBE to perform the work.

### Reporting

- The prime and any “sub-tier primes” will submit all data and reports timely. SPS or the City will withhold progress payments for late submittals.

## 9. PROMPT PAYMENT

The prime shall require all sub-tier “primes” to pay all subcontractors of any tier thereafter promptly, as required by the Contract (Prompt Payment to Subcontractors and persons supplying labor, materials and supplies).

### Comprehensive List of Deliverables to City Purchasing and Contracting Services

The following must be provided regularly as specified. The City may withhold invoice payments until all late deliverables are received.

Subcontracting Plan for each professional service work package.	First and monthly update
Construction Subcontracting Plan with the information and format acceptable to the City.	Monthly
Schedule for Outreach Events with flyers and handout packages	Each occurrence
Web page development and updates	Monthly
Training Program Curriculum for construction	One time
Outreach Monthly Activity Log	Monthly
Technical Assistance Program Plan and Monthly Log of Activity	Monthly
Payroll, Payment and Apprenticeship Reports (on-line)	Weekly

PROJECT: XXXXXXXXXXXXX

Prime: XXXXXXXXXXXXXXXXXXXXX

### Subcontractor Inclusion Plan

**Project Name**

**Project Number**

***Bidders must complete and submit this form with their bid. Please carefully read all instructions.***

For questions or assistance contact:

- Miguel Beltran, City Contract Compliance Manager, 206-684-4525 ([Miguel.Beltran@seattle.gov](mailto:Miguel.Beltran@seattle.gov))
- Carmen Kucinski, 206-684-0188 ([Carmen.Kucinski@seattle.gov](mailto:Carmen.Kucinski@seattle.gov))

Bidder Company Name	
Bid Package	
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	%

PROJECT: XXXXXXXXXXXXX

Prime: XXXXXXXXXXXXXXXXXXXXX

**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

<b>Business Support Strategy</b>	<b>Accept (Y/N)</b>
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.

<b>WMBE Business Name</b>	<b>Minimum Guaranteed Dollar Amount</b>
	\$
	\$
	\$



PROJECT: XXXXXXXXXXXXX

Prime: XXXXXXXXXXXXXXXXXXXXX

	\$
	\$
	\$
TOTAL	\$

## Subcontractor Inclusion Plan Instructions

[Project Name]

Project Number

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 are 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 Business 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](http://www.omwbe.wa.gov/certification/certification_directory.shtml)

### 1. INSTRUCTIONS

- a. All Bidders (including WMBE B) must complete and submit this form as part of each bid package, unless expressly stated in the project manual.
- 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. Past Performance, the average WMBE utilization on past City projects, is calculated by PC annually and is used to score the points that will be awarded for the aspirational goals and guarantees. Note that these averages include total WMBE utilization, not subcontracting alone, since aspirational goals may include prime self-performance.

- b. In addition to the Past Performance, scoring also recognizes an intent to exceed past performance by at least 2 percentage points above past performance.
- c. [Prime], with City's approval, will be allowed to use a different Past Performance for bid packages with unique scopes of work or combination of scopes of work.
- d. The Past Performance for this bid package is xx%.
- e. 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.
- f. A Bidder who has received a formal Deficiency Report issued by the City as a result of unfulfilled WMBE Inclusion Plan commitments on past projects will lose one point from the total score.
- g. The final score will be rounded 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. [Prime] will rely upon the Total WMBE Goal to determine responsiveness. [Prime] will correct the Total 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 additives, deductives, alternates and contract change orders. Contractor may seek a goal adjustment if such changes may merit a greater or lesser goal; [Prime] will consider such requests and consult with the City to determine if an adjustment is appropriate, and modify the Plan accordingly using a .
- 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% or more.

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

Where PA = 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 7 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 [Prime], 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 Prime 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 [Prime] or the City may contact the WMBE firm after Bid opening to verify that the firm has an agreement to perform work as described in the plan. Failure to have agreement may result in rejection of the Inclusion Plan which will render 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.

$$PG = 6 G / P$$

Where PG = 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 PC 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 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. [Prime] and/or PC may discuss the Plan with the Apparent Successful Bidder before incorporating into the contract and may amend the Plan by mutual consent.
- b. [Prime] and/or PC reserves the right to require a completed Social Equity Plan as a condition for contract execution if no WMBE guarantees are provided in order to demonstrate results of good faith efforts.
- c. The Contractor must provide reports and documents as required by [Prime] and/or PC within 15 days.
- d. [Prime] and PC will evaluate Contractor's WMBE utilization throughout the project.
- e. Contractor may not substitute a WMBE firm identified in the guaranteed portion of the plan unless the substitution is approved by PC. Such a substitution will not be considered unless Contractor 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 [Prime] determines the Contractor is not making good faith efforts, it may take action as described in the project specification such as withholding invoice payments and breach of contract.
- g. [Prime] and PC expect bidders to 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 [Prime] and PC;
  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 PC for substitution;
  5. WMBE relationships are harmonious, clearly communicated and free of undue dispute; and
  6. WMBE work was commercially useful as defined above.

Proposer's Name: \_\_\_\_\_

**Exhibit 12: City of Seattle Proposer Questionnaire**

**Please have an officer or person eligible to represent the Proposer firm fill out this form. Submittal of this questionnaire with your proposal is an attestation that the information in this Proposer Questionnaire and within your submittal documents are true and valid. Provide prompt notice to the City if, at any time prior to contract award, any facts need to be corrected.**

**INSTRUCTIONS: This is a mandatory form.** Submit this form with your response. Provide information to the extent information is available. If your response is incomplete or requires further description, the City may request additional information or may determine the missing information is immaterial.

<b>Financial Resources and Responsibility</b>	<b>Specify yes or no.</b>
Within the previous five years has your firm been the debtor of a bankruptcy?	
Is your firm in the process of or in negotiations toward being sold?	
Has your firm been debarred or found non-responsible for contracting with any local, state, or federal governmental agency within the past 5 years?	
Within the previous five years has a governmental or private entity terminated your firm's contract prior to contract completion for failed performance?	
Within the previous five years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?	

<b>Social Equity compliance</b>	<b>Specify yes or no.</b>
Within the previous ten years has your firm been found to have violated any local, state, or federal anti-discrimination laws or regulations, whether they be local, state, or federal?	
<p>Has your firm received any notice of violation of the following City of Seattle Labor Standards requirements from Seattle Municipal Code Chapter 14:</p> <ol style="list-style-type: none"> <li>1) City Paid and Sick Time labor standards, providing paid sick and safe time to eligible employees. Most employers must provide employees who have work hours in Seattle, with accrued paid sick and safe time. Payment of prevailing wages does not ensure compliance (SMC 14.16).</li> <li>2) Minimum Wage labor standards which set wages for employees working within city limits (SMC 14.19).</li> <li>3) Wage Theft labor standards which establish basic requirements for payment of wages and tips for employees working within city limits, including providing various payment documentation to employees (SMC 14.20).</li> </ol> <p>If "Yes" please provide an explanation of the circumstances. The City may audit payroll records or interview workers to ensure compliance. For more information regarding these requirements, see Municipal Code Chapter 14 or <a href="http://www.seattle.gov/laborstandards">http://www.seattle.gov/laborstandards</a>, or call the Office of Labor Standards at 206.684.4500.</p>	
Has your firm ever been found by the City or any government agency, to have underpaid your employees (this includes instances where you may have provided the restitution to make the worker whole)?	

Proposer's Name: \_\_\_\_\_

Disputes	Specify yes or no.
Within the previous five years has your firm been the defendant in court on a matter related to: payment to subcontractors or contract work performance?	
Does your firm have outstanding judgments pending against it?	
Within the previous five years, was your firm assessed liquidated damages on a contract?	

Miscellaneous	Specify yes or no.
Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your firm if your firm is a publicly traded corporation.	
Within the past ten years, has any owner, principal, or officer who will perform any of the work for the City been convicted of a felony crime?	
If a license is required to perform, within the previous ten years has your firm or any principal, officer or employee who will perform work for the City had a license suspended by a licensing agency or been found to have violated licensing laws?	
If hazardous materials are within the work to be performed, has any principal, officer or employee who will perform work for the City had violations of improper disposal of such materials or violations of associated laws, rules or regulations in the previous five years?	
Is there any other information the City should be aware of regarding your financial, criminal or legal history that has bearing on your ability to implement your proposal? For example: conviction or civil judgement rendering against the firm for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust or similar statutes, relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, any present indictment for, or otherwise criminally or civilly charged by a government entity.	
Proposer has not paid, nor will pay, federal appropriated funds (including profit or fee received under a covered federal transaction), to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation. If the Offeror has engaged in any lobbying activities, the Offeror shall notify the City of Seattle and complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities.	

Proposer's Name: \_\_\_\_\_

### City Non-Disclosure Request

If you believe any statements or items you submit to the City as part of this bid/response are exempt from disclosure under the Washington Public Records Act, RCW Chapter 42.56, you must identify and list them below **and provide the City with a copy of your proposal with those portions redacted**. Should the City receive a public records request for your proposal the City will first release the redacted version of the proposal to the requester. Requesters may accept the redacted proposal or decide to challenge all or some of the exemptions applied by the Proposer. If the requestor challenges the exemptions, the City provides you with notice and up to ten days to seek an injunction to prevent the release of the challenged portion of the record. This notice is a courtesy and not a legal obligation. Only records properly listed on this form and redacted will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

The City will **not** withhold information or provide notice simply because your document is marked with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You must very clearly and specifically identify each statement or item and the corresponding RCW exemption that applies. You may not identify the entire page, unless the entire page is within the exemption scope.

- I do not request any information be withheld.
- I request the following specific information be withheld. I understand that all other information will be considered public information. For each statement or item you intend to withhold, you must fill out every box below. You should not require an entire page withheld; only request the specific portion subject to the exemption.

<b>Document Page:</b> Specify the page number on which the material is located within your submittal package	<b>Statement:</b> Repeat the text you request to be held as confidential, or attach a redacted version.	<b>RCW Exemption:</b> Specify the RCW exemption including the subheading

For this request to be valid, you must specify the RCW provision or other State or Federal law that designates the documents as exempt from disclosure. Please refer to [Chapter 42.56 of the Revised Code of Washington](#) for the exemptions.



Proposer's Name: \_\_\_\_\_

## Equal Benefits Compliance Declaration

Please declare *one (1)* option from the list below that describes the Proposer's intent to comply with Seattle Municipal Code Chapter 20.45 should you win the contract.

Equal Benefits applies to any location in the United States where substantive contract work is being performed (work directly related in a substantial way to the contract scope and deliverables).

- Option A** The Proposer makes, or intends to make before contract execution, **all benefits available on an equal basis** to its employees with spouses and its employees with domestic partners, and to the spouses and the domestic partners of employees, in every location within the United States where substantial work on contract will be performed.
- Option B** The Proposer **does not make benefits available** to either the spouses or the domestic partners of its employees.
- Option C** The Proposer **has no employees**.
- Option D Collective Bargaining Delay.** Benefits are available on an equal basis to non-union workers, but union workers are subject to a collective bargaining agreement that does not provide equal benefits.
- Option E Open Enrollment Delay.** The first open enrollment period for implementing Equal Benefits is not available until after contract execution
- Option F Cash Equivalent Payment.** The Proposer intends to provide a cash equivalent payment to eligible employees in lieu of making benefits available.
- No United States Presence** The Proposer does not perform substantial work for the contract in any United State location.
- Non-Compliant** The Proposer does not comply and does not intend to comply, and refuses all options provided above.

## Equal Benefits Instructions

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires companies executing a City contract to provide health and benefits that are the same or equivalent to domestic partners of employees as to spouses of employees, and of their dependents and family members.

- Carefully fill out the Equal Benefits Declaration. It is essential to your standing in the evaluation process, so it is important to understand and complete the declaration properly.
- The Buyer or Coordinator for the solicitation can answer many questions. However, you may call the general office at 206-684-0444. Call before you submit your bid to ensure you've filled out the form correctly.
- "Domestic Partner" is any person who is party to a same-sex marriage that is legally recognized in the place of jurisdiction of the marriage, or as a Domestic Partner with the employer or with a government registry established by state or local law. If the employer does not have a registration system and does not intend to implement one, the City of Seattle has a registration system as an option: <http://www.seattle.gov/leg/clerk/dpr.htm>

The City will review your responses and make a final determination. If the information you supply is conflicting or not clearly supported by the documentation that the City receives, the City may reject your entire submittal (bid or proposal) or may seek clarification to ensure the City properly classifies your compliance.

Companies that select "Non Compliant" will be rejected, unless there is no competitor that is compliant, responsive and responsible. The City may also find a Bidder "Non Compliant" upon inspection of their program. Be prepared with documentation to support your declaration. All contracts awarded by the City may be audited for equal benefits compliance. Non-compliance may result in the rejection of a bid or proposal, or termination of the contract.