

**PROJECT LABOR
AGREEMENT FOR**

**WHATCOM COUNTY LIBRARY SYSTEM EV CHARGING
STATIONS**

BY AND BETWEEN

**GENERAL
CONTRACTOR
AND**

**WHATCOM COUNTY LIBRARY
SYSTEM,**

**NWWA BUILDING AND
CONSTRUCTION TRADES
COUNCIL**

AND THE

**WESTERN STATES REGIONAL COUNCIL OF
CARPENTERS AND THE**

**CRAFT UNIONS & DISTRICT
COUNCILS SIGNATORY TO THIS
AGREEMENT**

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1 PURPOSE	3
ARTICLE 2 SCOPE AND DURATION OF AGREEMENT	3
ARTICLE 3 MANAGEMENT RIGHTS.....	4
ARTICLE 4 EFFECT OF OTHER AGREEMENTS.....	5
ARTICLE 5 UNION RECOGNITION, SECURITY, WAGES & BENEFITS.....	5
ARTICLE 6 HELMETS TO HARDHATS/APPRENTICESHIP.....	6
ARTICLE 7 CONTINUITY OF WORK	7
ARTICLE 8 JURISDICTIONAL DISPUTES.....	8
ARTICLE 9 GRIEVANCE AND ARBITRATION.....	8
ARTICLE 10 BENEFICIAL OCCUPANCY BY THE OWNER	9
ARTICLE 11 SAFETY.....	10
ARTICLE 12 GENERAL SAVINGS CLAUSE.....	10
ARTICLE 13 NON-DISCRIMINATION	10
ARTICLE 14 PRE-JOB CONFERENCE	11
ARTICLE 15 PARKING.....	11
ARTICLE 16 ASSIGNMENT	11
ARTICLE 17 ENTIRE UNDERSTANDING.....	12
ATTACHMENT "A" LETTER OF ASSENT	15
ATTACHMENT "B" APPRENTICESHIP	16

PROJECT LABOR AGREEMENT

PREAMBLE

This Agreement is entered into by and between _____, the General Contractor (hereinafter “General Contractor”), selected by Whatcom County Library System (hereinafter “Owner”) and the subcontractors for the construction of the WCLS EV Charging Stations (hereinafter “Project”) (collectively hereinafter “Employers”) and the _____ Building and Construction Trades Council (“Council”), the _____ Carpenters and the Local Unions and District Councils signatory to this Agreement and having members employed on the project (collectively hereinafter “Unions”).

ARTICLE 1
PURPOSE

1.1. The purpose of this Agreement is to ensure that all work on this Project shall proceed continuously and without interruption.

1.2. It is the objective of the parties that the construction of this Project may be a benefit to the Owner, the General Contractor, the Employers, the Unions, and the community and it is recognized by all parties that harmonious labor-management relations are the result of responsible conduct by the Unions and the Employers employing building trades people, and it is our mutual desire to promote these relationships on this Project.

1.3. The parties hereby agree and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise so that the parties are assured of complete continuity of operation, without slowdown or interruption and that labor-management peace is maintained for the life of this construction project, except as provided in section 8.4., below.

1.4. The parties agree that this Agreement is a valid Section 8(f) pre-hire agreement within the meaning of Section 8(f) of the National Labor Relations Act, 29 U.S.C. § 158(f).

ARTICLE 2
SCOPE AND DURATION OF AGREEMENT

2.1. This Agreement shall apply to all construction work performed at the site of the Project and dedicated offsite facilities located at Site #1: 5205 Northwest Drive Bellingham WA, 98226 and Site #2: 7506 Kendall Rd, Maple Falls, WA 98266. This Agreement shall not apply to any other construction work performed by Employers at any other site or for any other owner. The scope of the project includes:

The contractor shall construct and provide materials for the project. In each site's location, the contractor shall, as necessary, install infrastructure for two dual charging stations. Electrical power is anticipated to be supplied from the existing main panel via a new sub-panel in Location #1 as per electrical design. In Location #2, a new standalone power service (separate from the building) will be provided by PSE. The contractor will coordinate connection between PSE's service and the EV charging infrastructure. All EV chargers will be provided by the owner and will be utilized for public use and have cellular communication abilities for credit card use. The contractor shall sawcut asphalt, trench, install conduit and electrical wire

2.2. This agreement shall become effective upon issuance of the first building and/or demolition permit for Project Work or actual demolition work beginning, whichever occurs first (the "Effective Date") and shall continue in full force and effect until all of the work to be performed on the Project is completed and the Owner takes beneficial occupancy. This agreement shall automatically terminate at the conclusion and acceptance of the Project by the Owner.

2.3 The fabrication or assembly, off-site, of (1) electrical components which are traditionally the work of IBEW members, (2) iron/steel components (except for manufactured components such as stairs, handrails and miscellaneous iron) which are traditionally the work of the Ironworker members, (3) pre-fabrication piping, hangers and accessories(excluding catalog items) which are traditionally the work of UA members, (4) sheet metal components which are traditionally the work of SMART members and (5) structural/architectural systems which are traditionally the work of Regional Council of Carpenters members will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established for employees as stipulated by the PLA. Regarding off-site fabrication and assembly work, the Contractors shall be required to comply with off-site fabrication or assembly provisions in applicable local collective bargaining agreements, in accordance with historical craft jurisdiction.

ARTICLE 3 MANAGEMENT RIGHTS

3.1. The Employers retain full and exclusive authority for the management of their operations. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times which shall not be in conflict with the Unions' Collective Bargaining Agreements (hereinafter "Master Labor Agreements").

3.2. There shall be no limit on production by craftspeople or restrictions on the full use of tools or equipment. Craftspeople using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations; provided however, legitimate manning practices that are a part of national and/or Master Labor Agreements shall be followed. The Employers may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work.

3.3. The Employers shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement, The Employers shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment, subject to the provisions of the Unions' Master Labor Agreements.

ARTICLE 4
EFFECT OF OTHER AGREEMENTS

4.1. This Agreement is not intended to supersede Master Labor Agreements between any of the Employers performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement conflict with such Master Labor Agreements, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work.

4.2. General Contractor will require all contractors and subcontractors to submit an Apprenticeship Letter of Affirmation, attachment B, during bid process and all subcontractors who are awarded or are performing jobsite construction work on the Project, to become signatory to this Agreement and will not allow any such contractors or subcontractors to start work unless they become signatory to this Agreement.

4.3. By accepting the award of a construction contract or entering into a contract to perform any project work pursuant to a construction contract whether as a contractor or subcontractor, every Employer agrees to sign the Letter of Assent as shown in Attachment A and be bound by each and every provision of this Agreement.

ARTICLE 5
UNION RECOGNITION, SECURITY, HIRING PROCEDURES
WAGES AND BENEFITS, SHIFTS, MEALS AND REST PERIODS

5.1. The Employers recognize the Union(s) as the sole and exclusive collective bargaining representative for craft employees employed on the Project.

5.2. Union security provisions of the applicable Master Agreements shall apply. The Contractors agree to deduct Union dues or dues equivalent, whichever is applicable from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues to the Union or Council.

5.3 For Local Unions having a job referral system, the General Contractor agrees to comply with such system and it shall be used exclusively by the General Contractor and Employers. Such job referral system will be operated, as set forth herein, in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and nondiscrimination, and referrals shall not be affected by obligations of Union membership or the lack thereof.

5.4 Upon referral or dispatch from a Union, "turnaround" or refusal of any worker by the General Contractor or Employers, requires written explanation from the Employers that shall be communicated from the General Contractor to the PLA Administrator and the affected Union within forty-eight (48) hours (with the exception of Saturdays, Sundays and holidays).

5.5 In the event that Local Unions are unable to fill any request for employees within forty-eight (48) hours after such request is made by any Employers (with the exception of Saturdays, Sundays, and holidays), the Employers may employ applicants from any other available source.. The Employers 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 membership and dispatch to the Project.

5.6 All craft workers shall be dispatched from Union hiring halls.

5.7. Authorized representatives of the Union(s) shall have access to the Project as defined in the current Master Labor Agreement(s) with the Union(s) representing the employees employed provided that they do not unduly interfere with the work of the craft employees and further provided that such representatives fully comply with established Project rules including the Project safety rules.

5.8. Each Union shall have the right to designate a working craft employee as steward for each Employer employing such craft on the Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of that craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform necessary union duties.

5.9. All employees performing Project Work under this Agreement shall be paid the current wages and fringe benefits as of the time the work is performed as set forth in their respective Unions' Master Labor Agreement, including any retroactive wage increases. If there are multiple Union Master Labor Agreements, the bargained wage and fringe benefit rates from the Master Labor Agreement that prevails in Whatcom County shall be paid.

5.10. Shifts, Meal & Rest Periods. The shift, meal and rest period language and requirements in the Master Labor Agreements are incorporated by reference herein.

HELMETS TO HARDHATS & APPRENTICESHIP

6.1. The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (“Center”), a Joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

6.1.1. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

6.1.2. In recognition of the work of the Center and the value it will bring to the Project, within 10 days of the first hour of Covered Work being performed on the Project, General Contractor shall make a onetime contribution of \$5,000 to the Center on behalf of itself and all other Employers employing workers under the terms of this Agreement.

6.2. The Unions and Employers agree to promote apprenticeship work opportunities for local area residents and contractors in the building and construction trades on the Project. The parties recognize the importance of helping to build a local, diverse construction workforce in order to build a stronger and more vibrant community. Prior to bidding any and all work on the Project, all Employers working on the Project, including the General Contractor and all subcontractors of every tier, must sign a Letter of Affirmation confirming that: 1) the Employer participates in an Apprenticeship Program certified by the State of Washington; 2) the Employer will accept female apprentices, apprentices of color and military veteran apprentices prior to commencing work on the Project; and 3) the Employer will report to the Council the number of such apprentices and the hours worked by each apprentice on the Project. The Unions shall assist Employers in locating and supplying apprenticeship labor in each craft who will participate in training and on the job opportunities to increase the skills of the workforce in the local area.

6.2.1 The Parties agree that fifteen percent (25%) of labor hours shall be performed by apprentices. Apprenticeship labor hours will be counted in aggregate as a function of total labor hours. The contractor will submit intents to pay prevailing wage, affidavits, and certified payroll documentation to the Washington State Department supporting the apprenticeship requirement.

ARTICLE 7
CONTINUITY OF THE WORK

7.1. The principal purpose of this Agreement is that it provides the Employers, Unions, and the Owner with the assurance that there will be no strike, picketing, work stoppage, lockout or slowdown at the project site for the duration of this Agreement. It is agreed, therefore, as follows:

7.2. During the existence of this Agreement, there shall be no strike, or work stoppage at the project site and there shall be no lockout by the Employers. It is agreed, however, that the Employers may lay off employees for lack of work or in the event that a strike, picketing or other work stoppage impedes the work of the Project.

7.3. No picket lines or other actions of the type described in section 8.2 will be established at the Project by any of the Unions. The Unions agree that they will not sanction in any way any picket line, organized or endorsed and will affirmatively take all measures necessary to effectively induce its members to cross the picket line and report for work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves.

7.4. Notwithstanding the provisions of section 8.2, it is agreed that the particular Union involved retains the right to withhold the services of its members (but not a right to picket) from an Employer who fails to timely pay its regular payroll or who fails to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds in accordance with the provisions of the Master Labor Agreement that is applicable to the Employer's employees. However, prior to withholding its members' services on account of a failure to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds, the Union involved will give ten (10) days written notice of such failure by registered or certified mail, return receipt requested, to the involved Employer and the General Contractor. Representatives of the parties to the dispute will meet within this period to attempt to resolve the dispute.

7.5. It is specifically agreed that there shall be no strike, picketing, work stoppage, lockout or slowdown as a result of the expiration of any local, regional or other applicable Master Labor Agreement having application at the Project and/or the failure of the parties to that Master Labor Agreement to reach a new contract.

ARTICLE 8
JURISDICTIONAL DISPUTES

8.1. The assignment of work will be the responsibility of the Employer performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

8.2. All jurisdictional disputes between Unions signatory to the Agreement and Employers 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 in the future by

the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions.

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

ARTICLE 9
GRIEVANCE AND ARBITRATION PROCEDURE

9.1. The parties hereby agree that all disputes or grievances between Employers and Unions, other than disputes arising from any strike, picketing, slowdown, lockout or other work stoppages of any kind under Article 8 or any jurisdictional disputes under Article 9, shall be handled in accordance with the following procedures:

9.2. Step 1. If there is a dispute or grievance, the parties shall first attempt to settle the matter by oral discussion no later than ten (10) business days after the occurrence, first giving rise to the dispute or grievance. If the matter is not resolved within ten (10) business days after the oral discussion, the dispute or grievance shall be reduced to writing.

9.3. Step 2. If the matter is not resolved in Step 1, the written grievance shall be provided to the other party with a copy given to the General Contractor no later than ten (10) business days after the Step 1 oral discussion. The parties shall meet to try to settle the matter within ten (10) business days of the written grievance.

9.4. In the event a dispute cannot be satisfactorily resolved at Step 2, either party may submit the dispute to arbitration by written notice within ten (10) business days (or such longer time as mutually agreed) of the Step 2 meeting. An arbitrator shall be selected from a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The responding party shall strike one of the arbitrators from the list, and the grieving party shall strike the next arbitrator from the list, until one arbitrator is left, who shall hear the case. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

9.5. Absent a written extension, the failure to timely raise, file or appeal any grievance within the time limits set forth above will result in the grievance being waived.

ARTICLE 10
BENEFICIAL OCCUPANCY BY THE OWNER

10.1. It is anticipated that the Owner and/or Owner's tenant may commence operations with its property managers and vendors prior to the substantial completion of all phases of the construction work. It may therefore be necessary for the Owner and/or Owner's tenant to take over various portions of the buildings, systems, and equipment while construction of various other portions continues. The procedure to be employed in such a takeover is as follows: When the Owner and/or Owner's tenant determines that a portion of the work is mechanically or operationally complete, Owner shall identify such areas, systems or equipment by use of a tagging system. Work will be considered "complete" when it is reasonably ready for its intended use, and the Owner shall thereafter have beneficial occupancy of the involved areas, systems, or equipment.

10.2. It is intended that Owner's tenant, property managers and vendors will commence working in such areas after the takeover by the Owner. Thereafter, any remaining original "construction" work, such as painting, installing missing parts, insulation and work normally performed by the respective Unions shall be completed by the responsible Employers and their employees without incident.

ARTICLE 11 SAFETY

11.1. All Federal and State safety rules, regulations, orders, and decisions shall be binding upon the Employers and shall be applied to all work covered by this Agreement.

11.2. It will not be a violation of this Agreement, if an Employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests employees to stand by, the employees will be compensated for the "stand by time."

ARTICLE 12 GENERAL SAVING CLAUSE

12.1. It is not the intention of the parties hereto to violate the laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of this Agreement shall remain in force and effect unless the part so found to be void is wholly inseparable from the remaining portions of this Agreement.

12.2. Further, all parties agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, an effort will be made to then promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

ARTICLE 13
NON- DISCRIMINATION

13.1. The Unions shall refer all applicants for employment without discrimination against any applicant by reason of age, race, color, creed, religion, sex, national origin or disability. Where governmental agencies impose equal employment obligations on the Employers on the Project, referral procedures shall be subordinate to such obligations.

13.2. It is agreed that affirmative action shall be taken to afford employment opportunity to all qualified persons without regard to age, race, creed, color, sex, national origin or disability. Furthermore, the parties agree to cooperate to the fullest extent to achieve the intent and purpose of the applicable equal employment opportunity and affirmative action laws, regulations and requirements.

ARTICLE 14
PRE-JOB CONFERENCE

14.1. The General Contractor will conduct a pre-job conference with the Union(s), the Council and all other Employers prior to commencing work. General Contractor shall notify the Council of all Employers that have been awarded project work ten (10) working days in advance of all such conferences and each such Employer shall participate in such conferences. One week after the pre-job conference and prior to starting work, the General Contractor and all Employers shall submit a final trade assignment. All work assignments shall be disclosed by each Employer at the pre-job conference and such assignments shall be made in accordance with industry practice. Should additional project work not previously included within the scope of the project work be added, the Employer performing such work will conduct a separate pre-job for such newly included work.

ARTICLE 15
PARKING

15.1. Employee parking within three (3) blocks or 1200 feet of the project shall be designated by each Employer, which shall be made available at no cost for workers who are employed at the jobsite.

ARTICLE 16
ASSIGNMENT

16.1. The General Contractor will construct the Project through its own employees and/or through the employees of the subcontractors awarded Project Work. General Contractor will control labor relations on the Project by entering into this Agreement, which establishes the terms and conditions of employment for employees performing Covered Work, defined in Article 2, on the Project, and by making decisions within the scope of the General Contractor's authority on the Project. For

example, General Contractor will, in conjunction with the Owner, prepare bid specifications and bid packages, select subcontractors, award subcontracts for construction work, and determine and coordinate the scheduling of work.

16.2. The General Contractor will provide project oversight and administration and enforcement of this Agreement, through a third-party administrator or dedicated qualified staff to act as PLA Administrator, to be mutually agreed upon by the General Contractor and Council.

The parties to this Agreement recognize the necessity of cooperation, communication and the elimination of disputes and misunderstandings. To this end the parties agree that a Project Administrative Committee (PAC) shall be established to address apprenticeship utilization, diversity, job progress, safety and any other relevant issues that will affect the project and promote harmonious and stable labor/management relations.

The PAC shall be comprised of the PLA Administrator and the GC's representatives, representatives of the Unions party to the Agreement, a representative of the Council and a representative from the Carpenters who shall meet at the Council's offices according to a mutually agreeable quarterly schedule, however this may be modified by mutual agreement of the parties. The PLA Administrator shall facilitate and provide reports of apprenticeship utilization and diversity on the project to the PAC.

ARTICLE 17
ENTIRE UNDERSTANDING

17.1. The parties agree that the total results of their bargaining are embodied in this Agreement and neither party is required to render any performance not set forth in the working of this Agreement, or to bargain during the term of this Agreement about any matters unless required to do so by the terms of this Agreement. This Agreement may be amended only by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day _____ and year _____.

The officials signing this Agreement warrant and collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

General Contractor:

Signature: _____

Date: _____

UNIONS:

Building & Construction Trades Council, AFL-CIO

Signature: _____

Executive Secretary

Date: _____

Council of Carpenters

Signature: _____

Contract Administrator

Heat & Frost Insulators & Allied Workers Local

Signature: _____

Business Manager

BAC Washington/Alaska

Signature: _____

President/Business Manager

Boilermakers Local

Signature: _____

Business Manager

Cement Masons & Plasterers Local

Signature: _____

Business Manager

IBEW Local

Signature: _____

Business Manager

Operating Engineers Local

Signature: _____

Business Manager

Elevator Constructors Local

Signature: _____

Business Manager

IUPAT District Council

Signature: _____

Business Manager

Iron Workers Local

Signature: _____

UA Plumbers & Pipefitters Local

Signature: _____

Business Manager

Business Manager

Laborers Local

Roofers Local

Signature: _____

Signature: _____

Business Manager

Business Manager

Sheet Metal Workers Local

Sprinkler Fitters Local

Signature: _____

Signature: _____

Business Manager

Business Manager

Teamsters Local

Signature: _____

Business Manager

LETTER OF ASSENT

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 construction work on said Project, agrees to be party to and be bound by the Project Labor Agreement covering the Project, 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 Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, will subject the non-complying Contractor or Subcontractor to being prohibited from the Project Site until full compliance is obtained.
- (2) The undersigned accepts and agrees that the scope of the no-strike clause of the Project Labor Agreement does not apply to offsite activities other than dedicated fabrication facilities.
- (3) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Project Labor Agreement.
- (4) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

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

ATTACHMENT "B"

Apprenticeship and Diversity

LETTER OF AFFIRMATION

In recognition of the importance of helping to build a local, diverse construction workforce in order to build a stronger and more vibrant community, the undersigned, as a Contractor or Subcontractor on a Contract which is part of _____ Project, hereby confirms that:

- 1) The Contractor/Subcontractor participates in a Registered Apprenticeship Program certified by the State of Washington.
- 2) The Contractor/Subcontractor agrees to accept female apprentices, apprentices of color and military veteran apprentices prior to commencing work on the project.

Contractor/Company name

Print Name and Title Date

Signature