

DEVELOPMENT AGREEMENT

BY AND BETWEEN

**THE CITY OF SEATTLE,
A WASHINGTON MUNICIPAL CORPORATION**

AND

**SEATTLE ART MUSEUM,
A WASHINGTON NONPROFIT CORPORATION**

DATED: _____, 2017

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THIS DEVELOPMENT AGREEMENT (the “Agreement”) is dated as of _____, 2017 and is by and between THE CITY OF SEATTLE (the “City”), a first-class city organized under the laws of the State of Washington, and the SEATTLE ART MUSEUM, a Washington nonprofit corporation (“SAM”) (the “Parties”).

ARTICLE 1
Recitals

The following facts and circumstances form the background of this Agreement:

1. The Volunteer Park museum, constructed during the Depression (1931), served as SAM’s only location for half a century. The museum building was constructed at SAM’s expense and donated to the City. SAM has been the City’s tenant since then.

2. With the relocation of SAM’s principal venue downtown, the Volunteer Park museum became the home for SAM’s internationally recognized Asian art collection and the building is referred to as the Seattle Asian Art Museum (“SAAM Building”).

3. The City-owned SAAM Building remained in service with relatively minimal major maintenance and investment for decades. The cost of such work that was done generally was shared between SAM and the City. Some ten years ago, the City and SAM began collaborative discussions about the building’s future. Both recognized that the museum required a very substantial renovation, including systems replacement, seismic stabilization and other major improvements.

4. The City had committed some funding for construction of SAM’s Olympic Sculpture Park that SAM determined it would not need. In 2007, the City and SAM entered into agreement under which Two Million Dollars (\$2,000,000) in City funds was reallocated from the Sculpture Park to pay for planning and design work associated with a comprehensive renovation of the SAAM Building.

5. That work defined a core project that would represent a comprehensive, but basic renovation of the SAAM Building that would cost approximately Twenty-Four Million Dollars (\$24,000,000), including the initial Two Million Dollars (\$2,000,000) provided for project scoping. The City and SAM came to an informal understanding that each would provide half of the remaining Twenty-Two Million Dollars (\$22,000,000) needed to complete it.

6. In 2008, the City requested that voters approve a renewal of a levy to support the City’s parks. The ballot measure included Nine Million Dollars (\$9,000,000) for the renovation of the SAAM Building. City officials informally assured SAM that the additional Two Million Dollars (\$2,000,000) of the City’s share of project costs would be secured later. The voters approved the levy.

7. With the onset of the Great Recession, both general economic conditions and SAM’s own challenges following the seizure of Washington Mutual conspired to postpone the Project.

8. During this time, SAM seriously evaluated whether it could sustainably continue to afford to operate three locations and came close to a decision to simply close and vacate the SAAM Building. With the Project uncertain, the City sought SAM's consent to reprogram for other City projects the Nine Million Dollars (\$9,000,000) of Parks levy funds reserved for the Project.

9. Fortunately, with the turn in the economy and SAM's own financial recovery, it again resolved to undertake the renovation the SAAM Building required.

10. In late 2014, the City Council adopted Ordinance No. 124571, approving an agreement between the City and SAM formally committing the City to provide the full Eleven Million Dollars (\$11,000,000) it originally pledged for the basic project, subject to escalation consistent with any increases in construction costs. The agreement was executed by the Parties and became effective in early 2015 (the "2015 Agreement"). The 2015 Agreement also invited consideration of a more comprehensive project to complete the basic renovation as well as additional work to make the building more functional as a public museum.

11. As required under the agreement, SAM formally notified the City in 2016 that it intended to proceed with the Project, commencing in 2017. It also advised the City of its desire to undertake a larger and more comprehensive renovation. SAM also requested and the Mayor agreed to seek an additional Five Million Dollars (\$5,000,000) appropriation for the Project. The City's 2017 Adopted Capital Budget includes a total of Nineteen Million Dollars (\$19,000,000) in City funding allocated for the Project.

12. The Parties have determined that, as contemplated under the 2015 Agreement, a "larger and more comprehensive renovation" of the Museum is appropriate and desirable for a more sustainable art museum.

13. The Parties have determined that accessing Federal Historic Rehabilitation Tax Credits available for the rehabilitation elements of the Project would be highly beneficial and have agreed to structure the Project so it may do so. This includes the formation and involvement of Tax Credit Entities that will assume responsibilities under this Development Agreement while contracting with SAM to implement them. The Parties intend for SAM to remain primarily responsible for delivering the Project to be undertaken under this Agreement, and to continue to operate the SAAM Building as a public museum following its completion.

14. The Parties have agreed that the City's financial commitment to the Project, escalated for inflation to the projected construction start date in September 2017, will be Nineteen Million Dollars (\$19,000,000).

ARTICLE 2

Effective Date; Incorporation of Documents and Materials; Definitions

Section 2.1 Effective Date. This Agreement will be effective upon the date when both of the following conditions are satisfied: (a) the City Council has authorized this Agreement; and (b) this Agreement is executed by authorized representatives of the City and SAM.

Section 2.2 Incorporation of Documents and Materials. The following documents and materials are attached as exhibits to this Agreement and by this reference are incorporated into this Agreement:

- Exhibit A: Site Plan
- Exhibit B: Joinder Agreement
- Exhibit C: Project Schedule
- Exhibit D: Project Budget
- Exhibit E: Fundraising Plan
- Exhibit F: Final Project Design
- Exhibit G: Contracting and Social Equity Program
 - Attachment 1: Social Equity Plan
 - Attachment 2: Inclusion Plan
 - Attachment 3: Community Workforce Agreement

Section 2.3 Definitions. The following terms shall have the respective meanings set forth below for this Agreement.

- (a) “Agreement” means this Development Agreement between The City of Seattle and the Seattle Art Museum.
- (b) “City” means The City of Seattle, a Washington municipal corporation.
- (c) “City Indemnified Parties” is defined in Section 6.1(a).
- (d) “City Purchasing and Contracting Services” or “CPCS” is a division of the City’s Department of Finance and Administrative Services.
- (e) “Construction Permit” is defined in Section 5.3(d).
- (f) “Development Agreement Parties” or “Parties” means the City of Seattle and the Seattle Art Museum.
- (g) “Entrance Plaza” means the plaza and stairs leading to the principal entrance to the SAAM Building at its western façade, as shown in the “Site Plan” attached hereto as Exhibit A.
- (h) “Final Project Design” is defined in Section 5.2.1.

- (i) “Finance Director” means the Finance Director of the City of Seattle or his functional successor.
- (j) “Lease” means the Lease for the Seattle Asian Art Museum in Volunteer Park by and between the City, as landlord and SAM as tenant, or, if the SAAM Building has been leased to a Tax Credit Entity and a Joinder Agreement executed as required under Section 3.4, the Lease for the SAAM Building in Volunteer Park by and between the City, as landlord, and a Tax Credit Entity.
- (k) “Museum” means the Seattle Asian Art Museum operated by SAM or any subsequent museum or other operator of the SAAM Building.
- (l) “Notice to Proceed” means the notice provided by SAM to the Project general contractor to commence renovation of the SAAM Building upon satisfaction of the requirements of Section 5.4.
- (m) “Parks Department” means the Department of Parks and Recreation of the City of Seattle.
- (n) “Project” means the renovation and expansion of the Seattle Asian Art Museum in Volunteer Park for continued use for public museum purposes.
- (o) “Project Budget” means the budget reflecting the cost of construction of the Project, including associated soft costs such as professional services and applicable taxes.
- (p) “Project Coordinator” is defined in Section 5.7(a).
- (q) “Project Manager” is defined in Section 5.7(a).
- (r) “Project Schedule” is defined in Section 3.5 and as shown in Exhibit C.
- (s) “SAM” means the Seattle Art Museum. If the SAAM Building has been leased to a Tax Credit Entity and a Joinder Agreement executed as required under Section 3.4, “SAM” means the Seattle Art Museum as developer under contract with a Tax Credit Entity, or a Tax Credit Entity, as applicable.
- (t) “SAM Indemnified Parties” is defined in Section 6.1(b).
- (u) “SAAM Building” means the Seattle Asian Art Museum in Volunteer Park.
- (v) “Superintendent” means the Superintendent of the Department of Parks and Recreation of the City of Seattle or his functional successor.
- (w) “Tax Credit Entities” or “Tax Credit Entity” mean one or more Washington limited liability entities formed by SAM that would be eligible to claim or convey to others the

right to claim federal historic rehabilitation tax credits for the renovation of the Seattle Asian Art Museum in Volunteer Park.

ARTICLE 3 General Provisions

Section 3.1 Scope. SAM will substantially restore and expand the SAAM Building consistent with applicable historic preservation guidelines at an estimated total cost of approximately Fifty-Four Million Dollars (\$54,000,000).

Section 3.2 Development Agreement. The Development Agreement Parties' rights, responsibilities and obligations during design, development and construction of the Project are delineated in this Agreement.

Section 3.3 Lease. The Development Agreement Parties' long-term rights, responsibilities and obligations during operation of the SAAM Building will be reflected in the Lease. Under the Lease, SAM will be obligated to provide enumerated public benefits in the operation of the Museum.

Section 3.4 Federal Historic Rehabilitation Tax Credits. The City and SAM intend to secure the right to claim federal historic rehabilitation tax credits for the Project. For the Project to be eligible for such credits, the City must lease the SAAM Building to a Tax Credit Entity. If SAM has secured a firm commitment from a tax credit investor on terms reasonably acceptable to SAM and upon satisfaction of the conditions precedent to the issuance by SAM of its Notice to Proceed as provided in Section 5.4, the City, prior to the start of Project construction, will execute the Lease for the SAAM Building with a Tax Credit Entity and the City, SAM and a Tax Credit Entity will execute a Joinder Agreement substantially in the form attached hereto as Exhibit B under which a Tax Credit Entity joins in and assumes SAM's rights and obligations under this Development Agreement. The City agrees to execute any additional documents reasonably necessary to effect and otherwise cooperate in such transaction. If SAM cannot secure a commitment from a tax credit investor on reasonably acceptable terms or determines it will not need to pursue tax credits to secure approval to issue its Notice to Proceed under Section 5.4, the City and SAM will execute a Lease for the SAAM Building and no Joinder Agreement will be needed.

Section 3.5 Schedule. SAM shall use its best efforts to start construction of the Project within one (1) year from the effective date of this Agreement, but in no event later than December 31, 2018. The current "Project Schedule" is attached hereto as Exhibit C. The Project Schedule remains subject to change.

ARTICLE 4 Project Budget and Funding

Section 4.1 Project Budget. The current Project Budget ("Project Budget") to complete construction of the Project is attached hereto as Exhibit D. The Project Budget reflects the

Project’s 100 percent construction documents, as discussed in Section 5.2.1. The Project Budget shall include contingencies consistent with industry standards.

Section 4.2 City Direct Funding and Other City-Related Support. The following represent the City’s contributions to and support for the Project:

(a) Contribution. As provided under the 2015 Agreement, the Executive will include the City’s contribution in the City’s proposed Capital Improvements Program for the City budget years 2016, 2017 and 2018 and, upon Council approval of (i) such Program, including such funding; and (ii) this Agreement, such funding shall be provided to the SAAM Building for its Project, as further provided in this Agreement. As stipulated in the 2015 Agreement, the City’s contribution to the Project is Eleven Million Dollars (\$11,000,000) “in 2008 dollars . . . adjusted for inflation to the Project start date by application of the Engineering News-Record Construction Cost Index using the annual 12-month average of the 20-city monthly index for the years and portions of years elapsed,” plus an additional Five Million Dollars (\$5,000,000) in current funds. The Parties have determined that, consistent with application of such adjustment, the City’s contribution to the Project shall be Nineteen Million Dollars (\$19,000,000). Except as provided below with respect to tax credits, proceeds of the City funding may be used solely to pay or reimburse SAM for Project capital costs, including but not limited to the associated costs of planning, design, construction, fixtures and equipment.

(b) Facilitating Tax Credit Transaction. Consistent with the 2015 Agreement, the City concurs that claiming federal historic rehabilitation tax credits for the benefit of the Project is appropriate and agrees to cooperate with SAM in doing so, as further provided in this Agreement. To the extent otherwise permitted by applicable law, SAM may use any source of Project funding, specifically including the City funding, in a manner that enables it to obtain private investment in the Project under Federal income tax credit programs so long as an amount equal to the portion of such City grant funds so applied is utilized to pay Project capital costs.

(c) Reimbursement for Construction Period Utilities. Consistent with the current Operating Agreement, the City shall continue to reimburse SAM for SAAM Building utility expenses incurred during construction of the Project, terminating upon issuance of the Project’s occupancy permit.

Section 4.3 SAM Funding and Other SAM-Related Support.

4.3.1 SAM Funds and Fundraising. As reflected in Exhibit D, the Project Budget currently totals Fifty-Four Million Dollars (\$54,000,000) to complete the construction of the SAAM Building Project, to be provided from all available sources, including the City funding and funding derived from tax credits, as identified in Section 4.2. SAM will be responsible for securing the balance of funding needed to fully fund the Project Budget, increased or decreased as appropriate resulting from scope, design and schedule changes and any cost overruns, all as provided herein. SAM’s fundraising commitment shall be increased to reflect the additional cost of any financing necessary to ensure the availability of funding as needed during construction of the Project (above the projected cost of any such financing reflected in the Project Budget). SAM agrees to use its best efforts to secure commitments from private individuals, corporations and

foundations, and governmental sources (other than the City) for such funds on a schedule consistent with its Fundraising Plan, attached hereto as Exhibit E. SAM's success in achieving its fundraising objectives shall be evaluated by the City Finance Director when making his or her determinations under Section 5.4.1(b). Such evaluation shall include review of SAM's private sector donor pledges, pledge payment experience and such other relevant information the Finance Director may reasonably require. SAM's private sector donor pledges will be reviewed by the Finance Director under procedures to protect the confidentiality of donors and SAM donor-related information to the extent possible. SAM will submit to the Finance Director a copy of the pledges in a form acceptable to the Finance Director, with donor names verified by the Finance Director but omitted from the copy submitted. The Finance Director will approve a pledge if it is from a person or entity of substantial net worth in relation to the amount pledged and the Finance Director knows of no reason the pledge will not be honored.

4.3.2 Federal Historic Rehabilitation Tax Credits. SAM agrees to use its best efforts to secure federal historic rehabilitation tax credits for the Project as a feature of the resources SAM will bring to it, as more particularly described in Section 3.4 and the City agrees to use its best efforts to assist SAM in securing federal historic rehabilitation tax credit financing for the Project.

4.3.3 SAAM Building Entrance Plaza Restoration. The Entrance Plaza is not included within the SAM leasehold under the Lease. The Entrance Plaza also needs substantial repair and restoration, including needed replacement of steps and lighting. SAM and the Parks Department shall concur on a reasonable scope and design of such work and SAM shall complete the work during the course of the Project at SAM's expense.

4.3.4 Parks Department Costs. SAM shall reimburse the Parks Department for the actual costs of its Project management and review responsibilities under Section 5.7, up to a total amount not exceeding Thirty Thousand Dollars (\$30,000).

ARTICLE 5

Project Design and Construction

Section 5.1 Project Management. Subject to the requirements of this Agreement, SAM shall undertake and be responsible for the management of all aspects of the design and construction of the Project. SAM shall engage and manage, without limitation, project managers, architects and other design professionals and a general contractor with the expertise and experience necessary to successfully complete the project. In conducting any construction work on the premises, SAM shall cause all work to be done in a good and workmanlike manner and shall comply with or cause compliance with all laws. SAM shall obtain or cause to be obtained and maintain in effect, as necessary, all Master Use Permits (including SEPA approvals), Certificates of Approvals, building permits, licenses and other governmental approvals that may be required in connection with such work. SAM shall complete construction of the Project substantially consistent with the Final Project Design, except as specifically provided herein. SAM shall use its good faith best efforts to resolve issues that may arise during construction to avoid material or other changes to the Final Project Design that would require the approval of the Superintendent by, among other measures, applying contingency funding available within the Project Budget; adjusting the Project Schedule;

reducing costs through permissible changes to the Final Project Design and other means; and, as needed, committing additional funds to supplement the Project Budget.

Section 5.2 Design Review and Approval; Consistent Project Budget.

5.2.1 Parks Department Design Review and Approval. Sequential, major phase design documents (including schematic design, design development and permit documents) shall be reviewed and approved by the Superintendent, which approval shall not be unreasonably denied, conditioned or delayed. The Project's 100 percent Construction Documents are attached hereto as Exhibit F. Upon the Superintendent's approval of the Project's 100 percent Construction Documents, such documents shall constitute the Final Project Design ("Final Project Design") for purposes of this Agreement.

5.2.2 Landmarks Preservation Board Review and Approval. The Project design must be reviewed and approved of the City's Landmarks Preservation Board. In deference to the jurisdiction of the Board, the City Design Commission has declined to review the Project.

5.2.3 Material Change. Any material changes to the Final Project Design require the prior approval of the Superintendent. A material change is any change estimated to cost Two Hundred Thousand Dollars (\$200,000) or more to complete and that affects the design, function or utility of the Project. SAM shall notify the Superintendent of any proposed material changes. Any dispute between the Parties whether a proposed change is material shall be resolved in favor of requiring the Superintendent's approval. Before SAM gives its construction contractor its Notice to Proceed with construction, the Parties shall develop a process under which any proposed material changes shall be reviewed by the Superintendent, including a timeline for such review designed to minimize potential delays in completing the Project consistent with the Project Schedule, attached hereto as Exhibit C. Nothing in this paragraph shall be construed as limiting the authority of the City to approve or disapprove proposed changes to the Project when acting in its regulatory capacity.

5.2.4 Signage. The SAAM Building may be identified by signage affixed on the building and located elsewhere on its leased premises. Initial signage for the SAAM Building and leased premises shall be incorporated in the Project design and shall be subject to the review and approval of the Superintendent in the context of review and approval of the design as provided in Section 5.2.1. The Project design may also include features or fixtures necessary for the display and support of temporary promotional or informational signage such as banners and flags.

Section 5.3 Requirements for Construction. In managing the Project, SAM shall ensure that the Project and its general contractor and others as appropriate apply good faith best efforts to comply with the contracting and social equity requirements contained in Exhibit G. SAM shall comply with the following additional requirements:

(a) The Project must include at least One Hundred Ninety Thousand Dollars (\$190,000) (1%) for public art for the Project. Such art may be incorporated as a feature of the Project with engagement of a chosen artist(s); be of a temporary or permanent nature; or with approval from the Superintendent, sited at a location other than the Project site. The selection of

public art shall follow a process agreed to between SAM, Parks Department and the City’s Office of Arts & Culture.

(b) Upon completion of construction of the Project, SAM shall apply for Leadership in Energy and Environmental Design (LEED) certification at the Silver level or higher, under the U.S. Green Building Council’s Rating System.

(c) SAM shall ensure that the Project is free of construction-related liens or other obligations before it is put in service as a Museum, subject to SAM’s right to contest any liens.

(d) Construction Permit means the Revocable Use Permit to be issued by the Parks Department allowing SAM, its agents, employees and contractors to use Volunteer Park for construction staging activities in a manner consistent with this Agreement in the area depicted on Exhibit A attached hereto (the “Project Area”) solely to construct the Project. SAM shall obtain the Construction Permit from the Parks Department’s Planning and Development Division with assistance from the Parks Department Project Coordinator. SAM shall not be charged any fee for the Construction Permit or use of the Project Area. The Construction Permit will, among other things, describe the agreed location for construction fencing and staging, access routes to the SAAM Building, parking of construction and contractor vehicles and storage of construction materials to be used in the Project. The Construction Permit shall commence on the date that SAM authorizes its contractor to proceed with construction of the Project, and terminate on the earlier of the date when the Project is complete and the SAAM Building is placed in service, or 18 months after the beginning of construction (the “Construction Period”).

(e) SAM shall prepare for Parks Department review and approval a neighborhood and public engagement plan that provides for reasonably continuous and current communications through electronic and, to the extent practicable, other media and methods regarding the status of the construction of the Project. Such a plan shall include reasonably advance notice of major construction-related events that may have substantial impacts on the Volunteer Park neighborhood as well as information regarding any mitigation measures being taken to ameliorate such impacts to the extent reasonably possible and consistent with the Project budget and schedule. The plan also shall include information enabling affected residents and other members of the public to communicate with Parks Department, SAM and its contractor’s Project managers for additional project-related information and to provide input regarding Project impacts and progress.

Section 5.4 Notice to Proceed.

5.4.1 SAM may issue its Notice to Proceed to its general contractor upon receipt of the following:

(a) concurrence by the Superintendent that the Project Budget is consistent with the cost of completing construction of the Final Project Design, based on his review of the most recent construction cost estimates provided by SAM;

(b) the determination of the Finance Director, based on his review of the status of SAM's fundraising efforts against its Fundraising Plan, that SAM has timely access to sufficient funds from all available sources, including the City and other City-related funding identified in Section 4.2, as well as additional funding from private individuals, corporations and foundations and public sources other than the City, to fully fund the cost of completing construction of the Project, as reflected in the Project Budget;

(c) concurrence by the Superintendent that (i) SAM's general contractor has agreed to a guaranteed maximum price to construct the Project as represented in the Final Project Design and consistent with the Project Budget; and (ii) SAM's contract with its general contractor provides for the requirements for construction under Sections 5.3 and 5.8; and

(d) concurrence by CPCS that SAM or its general contractor has provided the required Community Workforce Agreement Letter of Assent, as provided in Exhibit G.

Section 5.5 Process for Disbursement of City Funding Proceeds.

5.5.1 As provided in Section 4.2, SAM expenditures for Project capital costs may be reimbursed by City funding proceeds as follows:

(a) Prior to issuing its Notice to Proceed to its general contractor, SAM shall provide to the City updated projections for monthly spending of the proceeds of the City funding until such contribution proceeds are projected to have been fully disbursed.

(b) SAM may request disbursements of the City funding proceeds no more frequently than monthly to reimburse Project capital costs. SAM shall request disbursement of funds only for payment of such costs already incurred and each request must be limited to the amount needed to reimburse SAM for expenditures, supported by the documentation as described herein.

(c) City funding proceeds shall be disbursed, under a disbursement request in a standard format agreed to by the Parties, within thirty (30) business days after the request is received, if: (i) the disbursement request is submitted in compliance with the requirements of this Agreement; (ii) SAM is in compliance with this Agreement and no default exists under any other agreement for the financing or development of the Project; and (iii) no part of the Project shall have been materially damaged by fire or other casualty.

(d) Each disbursement request shall be accompanied by (a) copies of all vendor invoices (including all applicable back-up materials) to be reimbursed with the requested funds, together with information sufficient to identify the budgeted expenses to which the invoices relate and to verify that such expenses are Project capital costs; (b) an update to the Project Budget showing the expenditures from each fund source since the date of the preceding invoice and the current balance of each fund source; and (c) an updated total Project Budget summary that includes a copy of the Project's schedule of earned values or other document showing the actual quantities of work completed to date for each bid item in accordance with the construction contract

documents. All documents provided by SAM shall be submitted as PDF attachments to an e-mail sent to the Parks Finance Director with a copy to the Director and/or their respective designees.

(e) If City funding proceeds are applied to Project capital costs through a federal historic rehabilitation tax credit structure, SAM shall demonstrate to the City's reasonable satisfaction that an amount equal to the portion of such contribution proceeds so applied has been utilized to pay for Project capital costs.

Section 5.6 Final Allocation of City Funding Proceeds. Not later than twelve (12) months after the Project is certified to be substantially complete, SAM shall provide to the City a final allocation and summary of the use of City funding proceeds, demonstrating that an amount equivalent to the total City funding amount was expended for Project capital costs.

Section 5.7 Project Management and Coordination.

(a) Project Manager and Coordinator. At least thirty (30) days prior to issuing its Notice to Proceed, SAM shall notify the Superintendent of the identity of the SAM construction contractor's project manager ("Project Manager") by name and such person's business and home telephone numbers, and the Department of Parks and Recreation ("Parks Department") shall provide to SAM comparable contact information for the Parks Department project coordinator ("Project Coordinator"). In the event either such person is replaced, the party changing personnel shall provide notice to the other no later than the effective date of such replacement, including such replacement's name and business and home telephone numbers.

(b) Project Construction Meetings. SAM's Project Manager shall keep the Parks Department Project Coordinator informed of the time and place of each regular and special project construction meeting to enable the Parks Department Project Coordinator to attend, become informed about the status of the Project, participate in discussions and present the Parks Department's position regarding matters being discussed. The SAM Project Manager shall also participate in such separate meetings with the Parks Department Project Coordinator and, at the Superintendent's option, with the Superintendent's designee, as may be scheduled by the Parks Department Project Coordinator with at least three (3) days' prior notice.

(c) Status Reports. Within seven (7) days after the receipt by SAM of any project construction meeting minutes, SAM shall deliver a copy of each of the same to the Parks Department Project Coordinator.

(d) Minimization of Adverse Impacts. SAM shall protect from damage or destruction all private and public property on or near the construction premises not scheduled for repair, replacement or removal. All Project-related demolition, construction, alteration, addition, improvement and other activity or work performed by or for SAM on the construction premises shall be carried out in a manner that minimizes any adverse impact on City property and the use thereof by the City or third parties, and on any private property near the Project. (For purposes of this requirement, the term "property" includes land, trees, shrubbery and landscaping, irrigation facilities, drainage, survey markers and monuments, buildings and structures, conduits and pipes, meters, fences, pavements, curbs, driveways, sidewalks, and other property of any description,

excluding the SAAM Building and the premises subject to the Lease.) SAM shall prepare for the Superintendent's reasonable review and approval a plan for construction fencing, including routes for temporary pedestrian access around the construction site, before mobilization work begins. SAM shall work with the Parks Department Project Coordinator to schedule construction activity to minimize construction impacts such as noise, dust and fumes. Nothing in this Section 5.7(d) limits the City's authority to impose SEPA mitigation measures on the Project when acting in its regulatory capacity.

(e) Waste Disposal. SAM shall secure and provide within the construction premises, appropriately sized containers for the collection of all waste materials, debris and rubbish associated with the Project. SAM shall keep the work site and all adjacent property free from the accumulation of waste materials, rubbish and windblown debris associated with the Project and, daily, shall dispose of all flammable, hazardous and toxic materials generated by or otherwise associated with the Project. Storage and disposal must be in accordance with applicable Federal, State and local laws, fire codes and regulations. All waste materials, debris and rubbish generated by or otherwise associated with the Project shall be disposed of legally at disposal areas away from Volunteer Park. Upon completing the Project, SAM shall ensure that the construction premises and the roadways and walkways immediately surrounding the construction premises are cleaned to the reasonable satisfaction of the Parks Department Project Coordinator, and that all tools, equipment and surplus materials, and waste materials, debris and rubbish associated with the Project have been removed from the construction premises.

(f) Staging and Fencing. The Parties shall cooperate in the identification of sufficient space reasonably proximate to the SAAM Building for the exclusive use of SAM's contractor and its subcontractors and their employees, agents or contractors for construction staging activities. Such activities include, without limitation, parking of construction, contractor and construction worker vehicles, temporary structures and storage of construction materials to be used in the Project. The space shall become available for staging when SAM authorizes its contractor to proceed with construction of the Project and terminate upon Project completion. SAM shall fully restore the staging space, as provided in Section 5.7(h). During Project construction, SAM may install a temporary perimeter fence enclosing its staging area and the SAAM Building to secure both the construction site and the staging area. Such fencing is subject to the Superintendent's approval as provided in Section 5.7(d) and shall be removed upon Project completion.

(g) Construction Worker Parking. The Parks Department and SAM have developed a plan for identifying locations for parking for Project contractors, suppliers and construction workers to minimize the impact of worker parking on Volunteer Park and the surrounding neighborhood.

(h) Restoration. SAM shall be responsible for full restoration of all Parks Department property and improvements, excluding the SAAM Building and the premises subject to the Lease, solely or to the extent attributable to SAM's construction activity to a condition equal to or better than prior to SAM's use of such Parks Department property, including full repair to or replacement if reasonably determined necessary by the Parks Department. SAM agrees to warrant (or to assign contractor warranties for) the repair or replacement of such Parks Department

property or improvements for a period of one (1) year from SAM's completion of SAM's construction activity at Volunteer Park. If, as a result of SAM's construction activity, Parks Department property is damaged or destroyed, SAM shall repair or replace such property within thirty (30) calendar days of such damage unless an alternate deadline is approved by the Superintendent or repair or replacement should occur at a later date to ensure that additional damage would not occur during the normal course of SAM's construction activity. SAM and the Parks Department will jointly inspect any such damage; evaluate the extent of the damage attributable to SAM's construction activity; and provide such documentation as may be necessary and useful to determining appropriate repairs or replacements to redress it. SAM shall provide to the Parks Department a video of pre-existing site conditions prior to mobilization, including areas along Volunteer Park's access drive, and all Volunteer Park property adjacent to the SAM project site.

The Parties have agreed that SAM, by way of mitigation for certain impacts of the SAAM Building Project on Volunteer Park, will fund or undertake at its expense certain improvements to such park, including the construction of certain pathways within the park. The Project restoration required under this Section shall not apply to any such changes or improvements to Volunteer Park agreed upon by the Parties and completed by SAM consistent with the Parks Department approved Final Project Design or subsequent Parks Department approved modifications or additions thereto.

Section 5.8 SAM Cost Overruns Responsibility and Risk Management.

5.8.1 Cost Overruns.

(a) The Parties agree to apply good faith best efforts to complete the Project consistent with the Final Project Design. Funds required for any increases in the Project Budget necessary to complete the Project substantially consistent with the Final Project Design (as potentially modified under this Agreement) shall be provided by SAM from sources other than the City, except as specifically provided herein. SAM's responsibility for cost overruns includes responsibility for those due to unforeseen conditions that must be addressed for the Project to proceed, but only to the extent such conditions can be remedied with resources available within the Project Budget. Upon discovery of an unforeseen condition that must be addressed for the Project to proceed, SAM will notify the Superintendent. SAM will evaluate ways to resolve any such conditions for the Project to proceed and determine the cost of doing so. In addressing such additional cost, SAM may, among other measures, apply contingency funds within the Project Budget, make modifications to the Final Project Design, and apply such additional funds that SAM, in its sole discretion, determines to provide to increase the Project Budget. SAM will keep the Superintendent apprised of its work and advise him or her of its plans for addressing such conditions, specifically including any proposed changes in the Final Project Design requiring his or her approval under Section 5.2.3. If SAM concludes that it lacks the resources to address any such unforeseen conditions and that it cannot complete the Project, it will so notify the Superintendent. The Development Agreement Parties will cooperate in developing and implementing a plan to suspend or terminate the Project.

(b) SAM’s responsibility for cost overruns notwithstanding, the City shall bear financial responsibility for any direct or indirect cost increases associated with changes to the Project that the City requests after the Superintendent approves the Final Project Design (excluding permitting or other regulatory requirements).

5.8.2 Retainage and Bonding. SAM shall establish retainage for purposes equivalent to those stated in Ch. 60.28 RCW at not less than five percent (5%) of its contractor’s guaranteed maximum price and shall require bonding by its contractor to the extent warranted, in its judgment and discretion after consultation with the Superintendent.

5.8.3 Liens. SAM shall pay or cause to be paid all sums payable by them for any labor performed or materials furnished in connection with any work performed on the Project. SAM will discharge, by bond or otherwise, any mechanic’s or materialman’s lien filed against the premises for work claimed to have been done for, or materials claimed to have been furnished to SAM, within thirty (30) days after filing.

Section 5.9 Insurance Requirements.

5.9.1 Insurance Requirements. From and during the Effective Date of this Development Agreement, SAM shall, at its sole cost and expense and as part of project costs, procure and maintain with insurers acceptable to the City, at a minimum, the following insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of work hereunder by SAM, its agents, representatives, employees, consultants, subconsultants, contractors and/or subcontractors. Coverage shall be at least as broad as:

5.9.1.1 Commercial General Liability. Insurance Services Office form number (CG 00 01) or equivalent covering Commercial General Liability Policy shall be written on form CG 00 01 07 98 or its equivalent and shall not include any exclusions or limitations other than those incorporated in the standard form and shall include coverage for:

1. Premises/Operations;
2. Products/Completed Operations;
3. Advertising Injury;
4. Contractual Liability;
5. Independent Contractors;
6. “Additional Insured” status provided to relevant project entities;
7. Unintentional failure to disclose provision;
8. Per project aggregate per ISO CG 25 03 (Aggregate Limits of Insurance per Project) or equivalent; and
9. A broadened knowledge of occurrence provision.

Such insurance must provide a minimum limit of not less than \$5,000,000 general aggregate per location aggregate. Such insurance shall not contain exclusions related to explosion, collapse, underground, and blasting. SAM shall maintain coverage for completed operations/product liability claims as part of such Commercial General Liability policy or provide evidence of

completed operations/product liability for at least six (6) years after substantial completion of the Project. The policy will not exclude coverage losses resulting from perils and acts of terrorism so long as terrorism coverage is commercially available. If any such insurance policy excludes coverage for perils and acts of terrorism, SAM will obtain a separate terrorism insurance policy in the coverage amount required by this paragraph in form and substance reasonably satisfactory to the City.

5.9.1.2 Automobile Liability. Insurance Services Office form number (CA 00 01) or equivalent covering Business Automobile Coverage, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9, with a limit of not less than \$1,000,000 combined single limit per occurrence.

5.9.1.3 Workers’ Compensation. Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, statutory limits, and any other applicable State Workers’ Compensation Law.

5.9.1.4 Employer’s Liability or “Stop Gap”. The protection provided by the Workers’ Compensation Policy, Part 2 (Employer’s Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability or Worker’s Compensation Policy in the amount of at least \$1,000,000.

5.9.1.5 Builder’s Risk Insurance. During the period of construction, SAM shall also procure and maintain Builder’s Risk Insurance, which shall be written on an “all-risk” completed value policy form in the amount of the initial Contract Sum, plus value of subsequent contract modifications and cost of materials supplied or installed by SAM, the City, or others, comprising total value for the entire Project at the site on a replacement cost basis, including cost to cover professional fees. Coverage shall be provided for (i) the perils of earth movement including earthquake and flood (an earthquake and flood sublimit may be allowed, as mutually agreed to by SAM and the City and may be subject to PML study); (ii) resultant damage from errors in design, plans, specifications, faulty workmanship, materials and construction; (iii) “extra expense”; (iv) temporary buildings, debris removal and all materials to be stored offsite and while in transit to the jobsite; (v) “cold testing” of all building systems; (vi) SAM and City’s loss of use of the Project due to delays in Project completion caused by covered peril losses to the Project, including loss of income and rents and soft costs such as interest on any construction loan, real estate taxes and insurance premiums; (vii) the increased cost of construction, debris removal and demolition due to the operation of building laws and code upgrades; and (viii) direct physical damage to the Project and loss of use caused by an off premises services interruption. The policy shall include a waiver of subrogation provision in favor of City and shall grant permission for partial occupancy of the facilities without having a detrimental effect on the coverage provided. SAM shall have the required Builder’s Risk Policy in place no later than commencement of construction. The Builder’s Risk Policy shall include SAM, the general contractor and their respective subcontractors, other contractors, and the City as insureds in an amount equal to their interest with a loss payable clause in favor of any construction lender and City, as their interests may appear. SAM shall keep the Builder’s Risk Policy in place from commencement of construction until substantial completion. Upon substantial completion, the completed project broad-form all risk property insurance coverage will take effect immediately. The policy will not

exclude coverage losses resulting from perils and acts of terrorism so long as terrorism coverage is commercially available. If any such insurance policy excludes coverage for perils and acts of terrorism, SAM will obtain a separate terrorism insurance policy in the coverage amount required by this paragraph in form and substance reasonably satisfactory to the City.

5.9.1.6 Umbrella/Excess Liability. Coverage shall follow form of the General Liability, Employer’s Liability, and Automobile Liability.

5.9.2 Contractors’ Insurance Requirements. From and after the Effective Date of this Agreement, the contractor shall, at its sole cost and expense, procure and maintain or cause to be procured and maintained with insurers acceptable to the City, at a minimum, the following insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of work hereunder by contractor, its agents, representatives, employees, consultants, contractors and/or subcontractors. Coverage shall be at least as broad as follows. SAM shall include a provision in each construction contract requiring each contractor to maintain the following minimum scope and limits of insurance.

5.9.2.1 Commercial General Liability. Insurance Services Office form number (CG00 01) or equivalent covering Commercial General Liability including coverage for:

1. Premises/Operations;
2. Products/Completed Operations;
3. Advertising Injury;
4. Contractual Liability;
5. Independent Contractors;
6. Explosion collapse underground hazards;
7. Personal injury with employment and contractual exclusions deleted;
8. Unintentional failure to disclose provision;
9. Per project aggregate per ISO CG 25 03 (Aggregate Limits of Insurance per Project) or Equivalent;
10. Blasting (if explosives are used in the performance of the Work);
and
11. A broadened knowledge of occurrence provision.

Such insurance must provide a minimum limit of liability general aggregate per project/location of \$2,000,000 plus CGL umbrella policy with limit of \$25,000,000.

The contractor’s CGL insurance shall not exclude perils generally known as XCU (Explosion, Collapse and Underground Property Damage), Subsidence, Absolute Earth Movement (except as respects earthquake peril only) or any equivalent peril.

The contractor’s CGL insurance shall include each City and SAM as an additional insured for Products and Completed Operations by providing additional insured status on the ISO CG 20 10 11 85 or CG 20 37 endorsement, or by an equivalent policy or endorsement provision. The

Products and Completed Operations additional insured status for City shall remain in effect for not less than six (6) years following substantial completion.

5.9.2.2 Automobile Liability. Automobile Liability Insurance Services Office form number (CA 00 01) or equivalent for owned, non-owned, hired, and leased vehicles, as applicable, with a minimum limit of liability of \$2,000,000. Combined Single Limit (CSL). If pollutants are to be transported, CA 99 48 endorsement is required on the Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

5.9.2.3 Workers' Compensation. The contractor shall comply with Workers' Compensation coverage as required by Title 51 RCW (Industrial Insurance) and any other applicable State Workers' Compensation laws.

5.9.2.4 Employer's Liability or "Stop Gap". The protection provided by the Workers' Compensation Policy, Part 2 (Employer's Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability or Workers' Compensation Policy in the amount of at least \$1,000,000.

5.9.2.5 Contractor's Pollution Liability. Contractor shall provide contractor's Pollution Liability coverage in the amount of \$2,000,000 per occurrence or claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed. Insurance shall not exclude pollution arising out of asbestos, lead, mold and/or PCB operations. Evidence of insurance must specifically state that such coverage is included. Contractor shall be responsible for obtaining and maintaining evidence of Transportation coverage (including MCS-90 and CA 9948 Endorsements for Automobile Liability) and Disposal Site Operators Insurance from all subcontractors and site operators. If coverage is placed on a "Claims-Made" basis, then the Retrospective Date of the policy must match or precede the date these contracts are executed. Evidence of continuous coverage or an extended reporting period endorsement shall be required for a period of six (6) years after substantial completion.

5.9.2.6 Contractor's Professional Liability. In any construction contract that requires professional services as part of the work, contractor shall provide \$2,000,000 per claim/aggregate professional liability errors and omissions coverage. If coverage is placed on a "Claims-Made" basis, then the Retrospective Date of the policy must match or precede the date the first professional services are provided. Evidence of continuous coverage or an extended reporting period endorsement shall be required for a period of six (6) years after substantial completion.

5.9.3 Design and Engineering Consultants' Insurance Requirements. From and after the Effective Date of this Agreement, the professional consultant shall, at its sole cost and expense and as part of project costs, procure and maintain or cause to be procured and maintained with insurers acceptable to the City, at a minimum, the following insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the

performance of work hereunder by professional consultant, its agents, representatives, employees, consultants, contractors and/or subcontractors. SAM shall require in each professional consultant contract that the consultant provide the following minimum scope and limits of insurance:

5.9.3.1 General Liability. Insurance Services Office form number (CG00 01) or equivalent covering Commercial General Liability, including coverage for completed operations/product liability, independent contractors, contractual liability, explosion collapse underground hazards, personal injury with employment and contractual exclusions deleted, unintentional failure to disclose provision, and a broadened knowledge of occurrence provision with a limit of not less than \$1,000,000 combined single limit per occurrence, 2,000,000 general aggregate per project/location. Professional consultant shall maintain coverage for completed operations/product liability claims as part of such Commercial General Liability policy or provide evidence of completed operations/product liability for at least six (6) years after substantial completion of the Project.

5.9.3.2 Automobile Liability. Insurance Services Office form number (CA 00 01) or equivalent covering Business Automobile Coverage, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9, with a limit of not less than \$1,000,000 combined single limit per occurrence.

5.9.3.3 Workers’ Compensation. Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington or any other applicable State Workers’ Compensation Law, at statutory limits.

5.9.3.4 Employer’s Liability or “Stop Gap”. The protection provided by the Workers’ Compensation Policy, Part 2 (Employer’s Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability or Worker’s Compensation Policy in the amount of at least \$1,000,000.

5.9.3.5 Professional Liability Errors and Omissions. Consultant shall provide \$5,000,000 per claim/aggregate professional liability errors and omissions coverage. Such coverage shall continue in force or be extended by professional “Tail” coverage for a period no less than six (6) years from project completion.

5.9.4 Terms and Conditions. The policies required under this Section 5.9 shall meet all requirements below.

5.9.4.1 The City of Seattle as Additional Insured. The CGL insurance and, in addition, Excess and/or Umbrella liability insurance, if any, shall include “The City of Seattle, its officers, officials, employees, agents and volunteers” as additional insureds. All insurance shall be primary and non-contributory to any insurance maintained by or available to the City. The term “insurance” in this paragraph shall include insurance, self-insurance (whether funded or unfunded), alternative risk transfer techniques, capital market solutions or any other form of risk financing.

5.9.4.2 Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited. SAM’s insurance policy shall include a “separation

of insureds” or “severability” clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer’s liability. SAM’s insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under SAM’s insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. SAM’s failure to comply with any of the requisite insurance provisions shall, at the discretion of the City of Seattle, serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by SAM or reduced and/or offset against the Agreement.

5.9.4.3 Cancellation Notice. Such policies shall not be renewed, canceled, or materially modified without thirty (30) days’ prior written notice to the City or ten (10) days for non-payment of premiums. SAM shall provide City with notification in the event of any reduction or restriction of insurance limits or coverage of any respective policies.

5.9.4.4 Minimum Security Requirements: Each insurance policy required hereunder shall be (1) subject to reasonable approval by City that it conforms with the requirements of this Section, and (2) be issued by an insurer rated A–:VII or higher in the then-current A. M. Best’s Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).

5.9.4.5 Each insurance policy shall be written on an “occurrence” form, excepting that insurance for professional liability, errors and omissions, and Contractors Pollution Liability when required, may be acceptable on a “claims made” form.

5.9.4.6 If coverage is approved (if approval is required above) and purchased on a “claims made” basis, SAM warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than six (6) years from the date of completion of the work that is subject to said insurance.

5.9.4.7 Any deductible must be disclosed to, and shall be subject to reasonable approval by, the City. The cost of any claim falling within a deductible shall be the responsibility of SAM.

5.9.4.8 By requiring such minimum insurance as specified herein, neither party shall be deemed to, or construed to, have assessed the risks that may be applicable to the other party to this Agreement or any contractor. Each party and each contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage.

5.9.4.9 SAM shall release the City from any and all claims or causes of action whatsoever in or from or in any way connected with any loss covered or which should have been covered by insurance required to be maintained by SAM pursuant to this Agreement.

5.9.5 Waiver of Subrogation. City and SAM release and relieve the other from any liability they might otherwise have and waive their entire right of recovery for loss or damage to property located within or constituting a part or all of the Premises or the SAAM Building to the extent that the loss or damage either (a) is actually covered by the injured party’s property

insurance, or (b) if the injured party failed to maintain insurance as required under this Agreement, would have been covered under the terms and conditions of the property insurance the injured party is required to carry under Section 5.9, whichever is greater. This waiver applies regardless of the cause or origin of the claim including without limitation loss due to the negligent acts or omissions of City or SAM, or their respective officers, directors, council members, employees, agents, contractors, invitees, SAM's assignees or subtenants. The parties shall have their property insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable; and provided further, that the failure to obtain such endorsement, when required, shall not impair the effectiveness of this waiver and/or release between City and SAM.

5.9.6 Evidence of Insurance. On or before the Effective Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to City at its notice address as evidence of the insurance coverage required to be maintained by SAM:

5.9.6.1 Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein.

5.9.6.2 A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;

5.9.6.3 A copy of the CGL insurance policy provision(s) and endorsements expressly including the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement; a full and complete copy of insurance policies must be provided to the City upon request.

5.9.6.4 Pending receipt of the documentation specified in this Section 5.9.6, SAM may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

Evidence of Insurance as set forth above, shall be issued to:

City of Seattle
Department of Parks and Recreation
100 Dexter Avenue North
Seattle, WA 98109-5199
Attn: Property Management

5.9.7 Assumption of Property Risk. Except to the extent of City's negligence or willful misconduct, but subject to Section 5.9.5 above, the placement and storage of SAM's

Business Personal Property in or about the Premises shall be the responsibility, and at the sole risk, of SAM.

5.9.8 Adjustments of Claims. SAM shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of SAM under this Agreement.

5.9.9 SAM's Responsibility. The procuring of the policies of insurance required by this Agreement shall not be construed to limit SAM's liability hereunder. Notwithstanding said insurance, but subject to Section 5.9.5 above, SAM shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of SAM, or any of its agents, officers and employees or through use or occupancy of the Premises.

Section 5.10 Changes During Construction. Any material change to the Final Project Design requires the approval of the Superintendent, which approval shall not be unreasonably withheld or delayed. A material change represents a major departure from the Final Project Design including but not limited to elimination or addition of a significant element or feature; discernible or functional alteration in the quality or projected performance of any significant feature or system; or any significant change in the use or appearance of any major space or component.

ARTICLE 6

Indemnification and Dispute Resolution

Section 6.1 Indemnification.

(a) SAM Indemnification. To the fullest extent permitted by law, SAM shall indemnify, defend (using counsel acceptable to the City) and hold the City, its officers, agents, employees and elected officials (collectively, the "City Indemnified Parties") harmless, and shall require its construction contractor to similarly indemnify, defend and hold the City Indemnified Parties harmless from and against all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including City's actual and reasonable personnel and overhead costs and attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) of any kind whatsoever arising out of the Project, including, but not limited to, claims resulting from, arising out of, or connected with the following: (i) the acts or omissions of SAM, its employees, agents, officers, affiliates, contractors, guests or invitees throughout the course of the Project; (ii) SAM's breach of this Agreement; or (iii) construction of the Project. SAM's defense and indemnity obligations and those of its contractor shall extend to claims brought by their own employees and the foregoing obligations are specifically and expressly intended to act as a waiver of SAM's and SAM's contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the City Indemnified Parties and to the extent necessary to provide the City Indemnified Parties with a full and complete defense and indemnity.

(b) City Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend (using counsel acceptable to SAM) and hold SAM, its board members, employees, agents, officers, contractors, guests or invitees throughout the course of the Project (collectively, "SAM Indemnified Parties") harmless from and against all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including SAM's actual and reasonable

personnel and overhead costs and attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) of any kind whatsoever resulting from, arising out of, or connected with the City's breach of this Agreement. The City's defense and indemnity obligations extend to claims brought by its own employees and the City's foregoing obligations are specifically and expressly intended to act as a waiver of the City's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to SAM Indemnified Parties and to the extent necessary to provide SAM Indemnified Parties with a full and complete defense and indemnity.

Section 6.2 Limitation of SAM's Obligation. To the extent necessary to comply with RCW 4.24.115 as in effect on the date of this Agreement, SAM's and SAM's contractor's obligation to indemnify the City for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Project (i) shall not apply to damages caused by or resulting from the sole negligence of the City Indemnified Parties; and (ii) to the extent caused by or resulting from the concurrent negligence of (A) the City Indemnified Parties and (B) SAM, its board members, agents, contractors, officers, affiliates, employees, guests or invitees shall apply only to the extent of the negligence of SAM, its board members, agents, contractors, officers, employees, guests or invitees; PROVIDED, HOWEVER, the limitations on indemnity set forth in this Section shall automatically and without further act by either the City or SAM be deemed amended so as to remove any of the restrictions contained in this Section 6.2(a) no longer required by then applicable law.

Section 6.3 Waiver of Indemnity; Indemnities Negotiated. SAM agrees that the foregoing indemnity specifically include, without limitation, claims brought by SAM's employees against the City. THE FOREGOING INDEMNITY IS EXPRESSLY INTENDED TO CONSTITUTE A WAIVER OF SAM'S IMMUNITY UNDER WASHINGTON'S INDUSTRIAL INSURANCE ACT, RCW TITLE 51, TO THE EXTENT NECESSARY TO PROVIDE THE CITY WITH A FULL AND COMPLETE INDEMNITY FROM CLAIMS MADE BY SAM AND ITS EMPLOYEES, TO THE EXTENT OF ITS NEGLIGENCE. THE CITY AND SAM ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS ARTICLE WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

Section 6.4 Dispute Resolution. In the event of a dispute regarding this Agreement, the Development Agreement Parties agree to follow the procedures in this Section prior to filing or initiating a lawsuit. The Development Agreement Parties shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, the matter shall be referred to the Superintendent and the Executive Director of SAM. If those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute. SAM and the City agree to participate in mediation with the agreed upon mediator for a reasonable amount of time and in good faith. The cost of the mediation shall be shared equally between the City (one-half) and SAM (one-half).

ARTICLE 7 Miscellaneous

Section 7.1 Amendments. This Agreement may not be amended, changed, modified or altered, except by an instrument in writing duly executed by the City and SAM (or their successors in title) upon passage of an ordinance by the City Council.

Section 7.2 Authority. Each Development Agreement Party hereto warrants that it has the authority to enter into this Agreement and to perform its obligations hereunder and that all necessary approvals, acts or resolutions to authorize this transaction have been taken, and the signatories, by executing this Agreement, warrant that they have the authority to bind the respective parties.

Section 7.3 Binding Effect; No Assignment. This Agreement shall inure to the benefit of and shall be binding upon the Development Agreement Parties and their successors. This Agreement may not be assigned without the written consent of the Development Agreement Parties, except for possible joinder of a Tax Credit Entity under Section 3.4.

Section 7.4 Consents and Approvals. In any instance when any Development Agreement Party's consent or approval is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Whenever the consent of City, the Finance Director or the Superintendent to any act to be performed under this Agreement is required, SAM must obtain the consent or approval expressly for purposes of this Agreement, regardless of whether a consent or approval shall have been granted by the City in its regulatory, public utility, or other capacity. No permission, consent, or approval of the City, the Finance Director or the Superintendent contained herein or given pursuant to this Agreement is, or shall be construed as, a representation or assurance that the matter consented to or approved complies with applicable laws, regulations, ordinances or codes, nor shall any such consent or approval be construed to authorize any failure to comply with any of the foregoing.

Section 7.5 Construction. The following rules shall apply to the construction of this Agreement unless the context otherwise requires:

- (a) Words describing the singular number shall include the plural number and vice versa, except where otherwise indicated.
- (b) All references herein to articles, sections or exhibits are references to articles, sections or exhibits of this Agreement, unless otherwise stated.
- (c) The headings and table of contents herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.
- (d) This Agreement shall not be construed as if it had been prepared by one of the Development Agreement Parties, but rather as if all Development Agreement Parties had prepared it.

Section 7.6 Counterparts. This Agreement may be executed in counterparts for the convenience of the Development Agreement Parties, and such counterparts shall together constitute one Agreement.

Section 7.7 Cumulative Remedies. The rights and remedies that any Development Agreement Party may have under this Agreement or at law or in equity, upon any breach, are distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them shall be deemed to be exclusive of any other.

Section 7.8 Force Majeure. Except as otherwise provided in this Agreement, time periods for any Development Agreement Party's performance under any provisions of this Agreement shall be extended for periods of time during which such performance is prevented due to circumstances beyond such party's reasonable control, including without limitations, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, unforeseen site conditions, casualty, war or other strife.

Section 7.9 Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the substantive laws of the State of Washington and shall be liberally construed so as to carry out the purposes hereof. Except as otherwise required by applicable law, any action under this Agreement shall be brought in the Superior Court of the State of Washington in and for King County.

Section 7.10 Integration. Together with the Lease, this Agreement contains the entire integrated agreement between the parties as to the matters covered herein and supersedes any oral statements or representations or prior written matter not contained in this instrument as to the matters set forth herein.

Section 7.11 Limitation on Third Party Rights. Nothing in this Agreement expressed or implied is intended or shall be construed to give to any person other than the Development Agreement Parties any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Development Agreement Parties.

Section 7.12 No Partnership. Nothing in this Agreement shall create any partnership, joint venture or other relationship between SAM and the City.

Section 7.13 No Waiver. Failure of any Development Agreement Party to complain of any act or omission by the other, no matter how long the failure may continue, shall not constitute a waiver of any rights under this Agreement. No waiver by any Development Agreement Party of any breach of any provisions of this Agreement shall be deemed a waiver of a breach of any other provision or consent to any subsequent breach of any other provision. If any action of any Development Agreement Party requires the consent or approval of another, consent or approval given on one occasion shall not be deemed a consent to or approval of that action on any other

occasion. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

Section 7.14 Notices. All notices, demands or requests that may or must be given by any Development Agreement Party to another under this Agreement shall be given in writing and delivered personally, or sent by U.S. certified mail, postage prepaid, return receipt requested, or nationally recognized overnight air carrier, and addressed to City’s address or SAM’s address, as follows:

If to the City: Glen Lee
Finance Director
City of Seattle
700 5th Avenue, Suite 5200
Seattle, WA 98104-5058
Phone: 206.684.8079
Email: glen.lee@seattle.gov

And: Jesús Aguirre
Superintendent, Department of Parks and Recreation
City of Seattle
100 Dexter Avenue North
Seattle, WA 98109-5199
Phone: 206.684.8022
Email: jesus.aguirre@seattle.gov

Copy to: Helaine Honig
Assistant City Attorney
City of Seattle Law Department
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Phone: 206.684.8222
Email: helaine.honig@seattle.gov

If to SAM: Kimerly Rorschach
Ilsley Ball Nordstrom Director and CEO
Seattle Art Museum
1300 1st Avenue
Seattle, WA 98101-2003
Phone: 206.654.3142
Email: kimr@seattleartmuseum.org

Copy to: Richard Beckerman
Chief Operating Officer
Seattle Art Museum
1300 1st Avenue
Seattle, WA 98101-2003

Phone: 206.654.3150
Email: richardb@seattleartmuseum.org

Copy to: Gerry Johnson
Pacifica Law Group LLP
1191 2nd Avenue, Suite 2000
Seattle, WA 98101-3404
Phone: 206.245.1700
Email: gerry.johnson@pacificalawgroup.com

Notices shall be deemed to have been given upon receipt or attempted delivery where delivery is not accepted. Any Development Agreement Party may change its address and/or those receiving copies of notices upon written notice given to the other.

Section 7.15 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, then that provision and the remainder of this Agreement shall continue in effect and be enforceable to the fullest extent permitted by law. It is the intention of the Development Agreement Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

Section 7.16 Termination of Agreement. Unless otherwise stated herein, this Agreement and all obligations hereunder shall terminate when the Project receives its final certificate of occupancy, except that the provisions of Sections 6.1, 6.2, 6.3 and 6.4 survive the expiration or termination of this Agreement.

Section 7.17 Time of Essence. Time and all terms and conditions shall be of the essence of this Agreement.

[signatures on next page]

City:

CITY OF SEATTLE, a Washington
municipal corporation

By: _____
Name: _____
Title: _____

SAM:

SEATTLE ART MUSEUM, a Washington
nonprofit corporation

By: _____
Name: _____
Title: _____

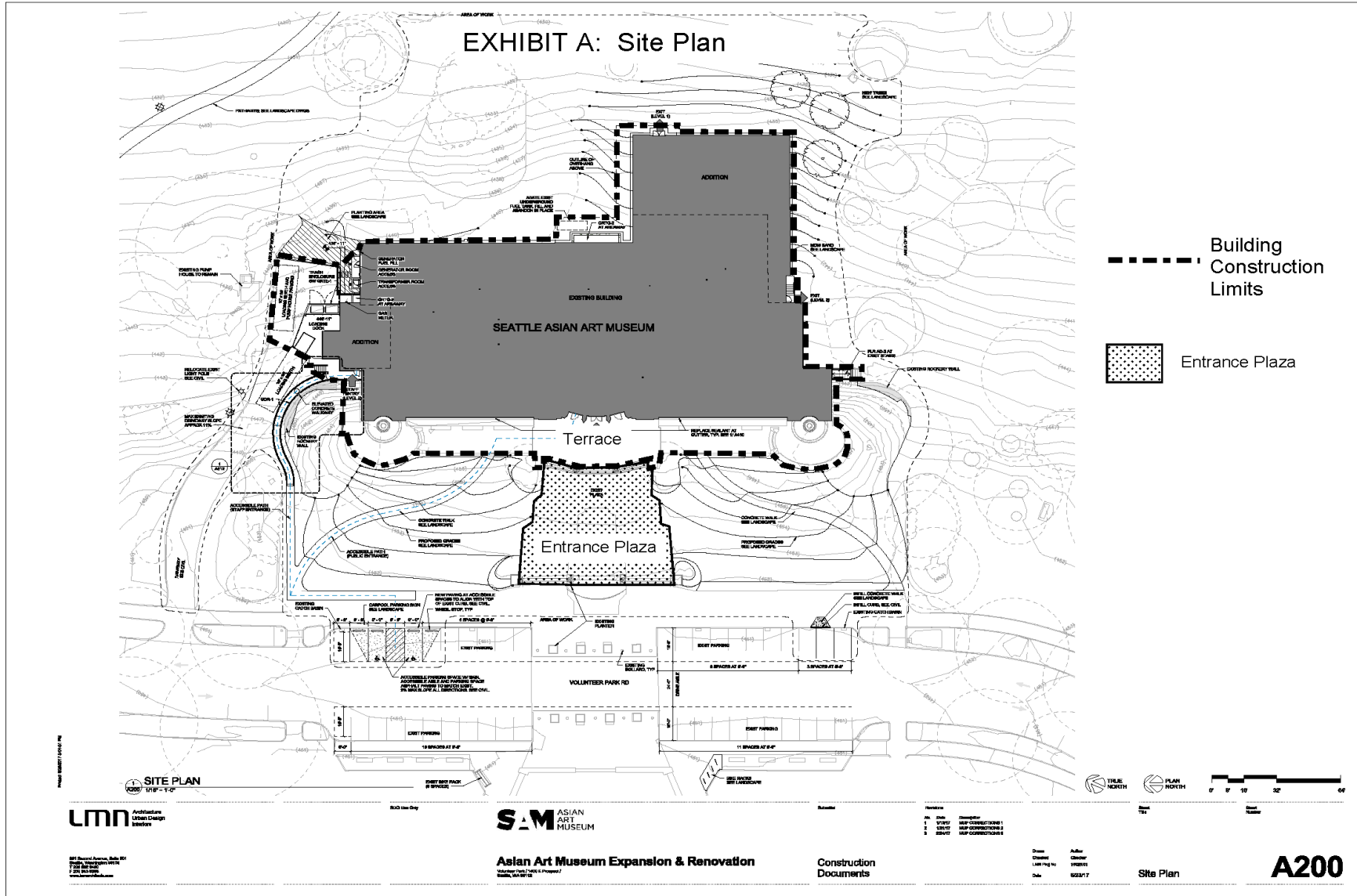
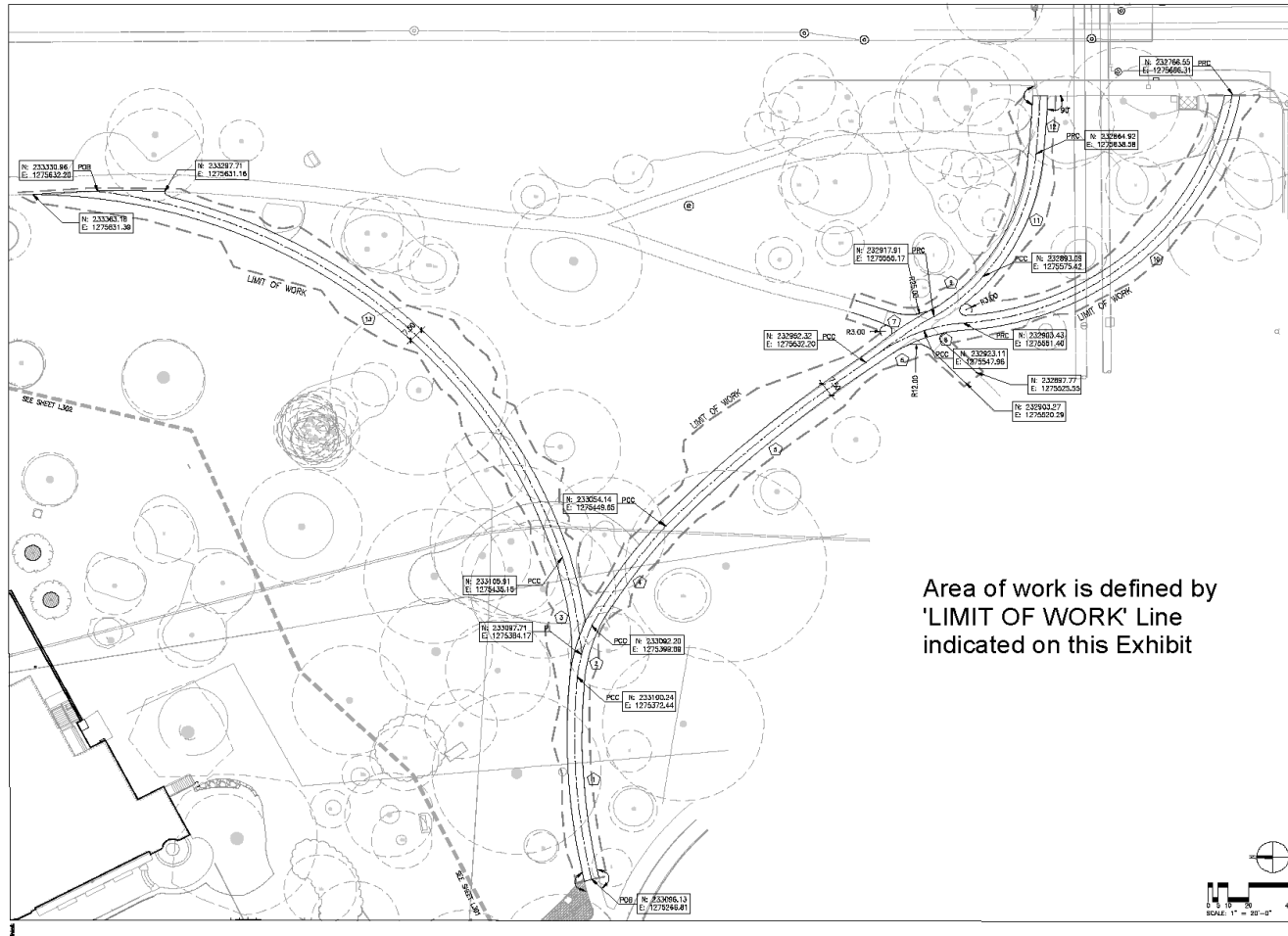


EXHIBIT A: Site Plan



Area of work is defined by 'LIMIT OF WORK' Line indicated on this Exhibit

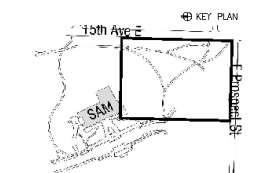
LEGEND

- BASELINE
- CENTERLINE
- MATCHLINE
- SHEET REFERENCE LINE
- EXTENSION OF BUILDING FACE
- LI ISOLATION JOINT
- LIJ DOWELED ISOLATION JOINT
- B BEARING
- C CHORD LENGTH
- EQ EQUAL LENGTH OF CURVE
- OC ON CENTER
- POB POINT OF BEGINNING
- PC POINT OF CURVATURE
- PCC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R RADIUS
- RP RADIUS CENTER POINT
- SP SPICES
- VF VERIFY IN FIELD
- ALGN ALIGN
- RLC RELOCATED LIGHT FIXTURE

- LAYOUT NOTES**
1. SITE SURVEY WAS PREPARED BY BRH ON FEBRUARY 13TH 2017. ALL COORDINATES SHOWN ON THE DRAWINGS ARE BASED UPON THE COORDINATE SYSTEM ESTABLISHED BY THE SURVEYOR. WALKER MACY ASSUMES NO RESPONSIBILITY FOR ACCURACY OF SURVEYED CONDITIONS AS SHOWN. SURVEY INFORMATION IS PROVIDED FOR REFERENCE ONLY.
 2. DO NOT SCALE FROM THE DRAWINGS. THE LOCATION OF FEATURES NOT SPECIFICALLY DIMENSIONED MAY NOT BE DETERMINED BY SCALE. IF CONFLICTS ARISE IN THE FIELD, CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION.
 3. ALL DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDINGS AND WALLS OR BACK OF CURBS, UNLESS OTHERWISE NOTED.
 4. ALL CURVED OBJECTS SHALL HAVE SMOOTH, CONTINUOUS CURVES WITH CONSISTENT RADIUS AS INDICATED. EXIST CURVE SHALL MEET ADJACENT CURVES OR LINEAR SECTIONS ON THE TANGENT, UNLESS NOTED OTHERWISE.

CURVE DATA

CURVE NO.	CURVE RADIUS	CURVE LENGTH	CHORD LENGTH	INCLUDED ANGLE
(1)	337.37	106.20	105.74	18.04
(2)	87.58	26.27	27.84	16.37
(3)	230.07	41.76	41.64	11.84
(4)	287.74	83.42	83.34	12.82
(5)	857.81	131.12	130.88	11.62
(6)	89.42	33.36	33.31	20.07
(7)	182.84	33.33	41.44	10.44
(8)	73.75	20.04	19.87	15.57
(9)	81.36	20.12	31.88	19.82
(10)	145.39	192.82	178.21	78.03
(11)	115.79	70.28	69.15	35.70
(12)	480.89	30.27	30.27	3.81
(13)	278.25	315.80	298.12	65.03



LMN Architects
Architects
Urban Design
Interiors

WALKER MACY

ONE 13th AVENUE, SUITE 1010
PHILADELPHIA, PA 19107
TEL: 215 597 1300
WWW.WALKERMACY.COM

STATE OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
CHRISTOPHER S. JOES
SECRETARY

S.M. ASIAN ART MUSEUM

Asian Art Museum Expansion & Renovation
Master Plan / TRADE Program /
Phase 1, 2016-17

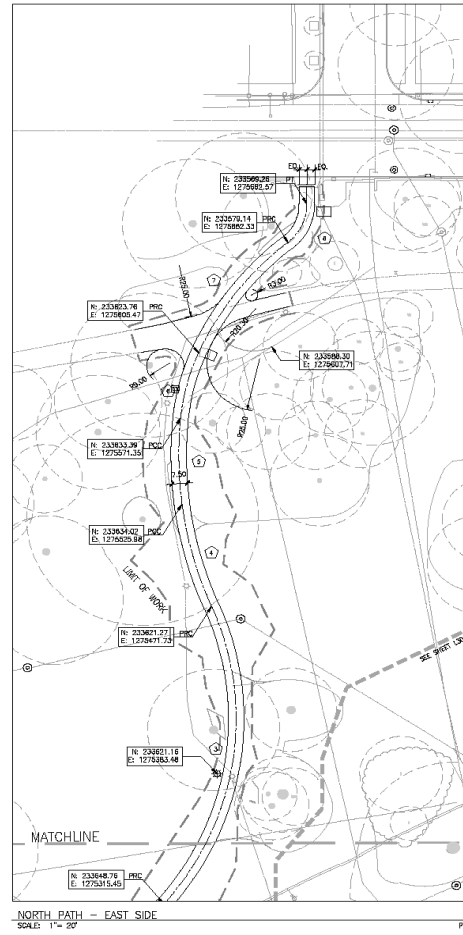
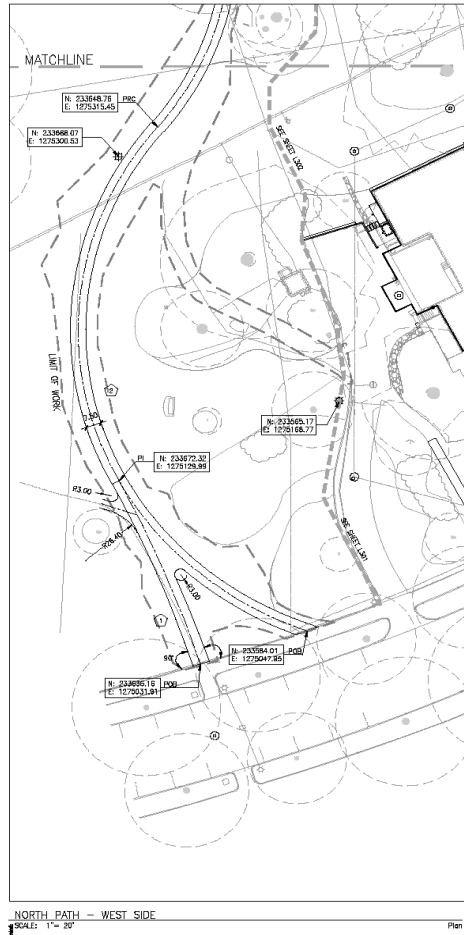
Construction Documents

Project: Asian Art Museum Expansion & Renovation
Phase: Construction Documents
Date: 05/29/17

Layout Plan - South

L931

EXHIBIT A: Site Plan



Area of work is defined by 'LIMIT OF WORK' Line indicated on this Exhibit

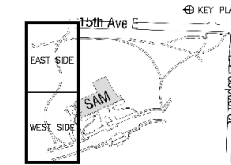
LEGEND

- BASELINE
- CENTERLINE
- MATCHLINE
- SHEET REFERENCE LINE
- EXTENSION OF BUILDING FACE
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- PRC POINT OF REVERSE CURVATURE
- PI POINT OF INTERSECTION
- PT POINT OF TANGENCY
- RP RADIUS CENTER POINT
- SP SWEEP
- VF VEGETATION IN FIELD
- ALN ALIGN
- ⊕ RELOCATED LIGHT FIXTURE

- LAYOUT NOTES**
- SITE SURVEY WAS PREPARED BY BRN ON FEBRUARY 15TH 2017. ALL COORDINATES SHOWN ON THE DRAWINGS ARE BASED UPON THE COORDINATE SYSTEM ESTABLISHED BY THE SUPERVISOR. WALKER MACY ASSUMES NO RESPONSIBILITY FOR ACCURACY OF SURVEYED CONDITIONS AS SHOWN. SURVEY INFORMATION IS PROVIDED FOR REFERENCE ONLY.
 - DO NOT SCALE FROM THE DRAWING. THE LOCATION OF FEATURES NOT SPECIFICALLY DIMENSIONED MAY NOT BE DETERMINED BY SCALE. IF CONFLICTS ARISE IN THE FIELD, CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION.
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CURVE DATA

CURVE NO.	CURVE LENGTH	CHORD LENGTH	INCLUDED ANGLE	
①	638.80'	104.33'	104.17'	9.51°
②	166.70'	321.70'	276.16'	109.25°
③	153.75'	166.70'	138.88'	62.13°
④	203.75'	55.82'	55.73'	15.72°
⑤	210.80'	46.90'	45.37'	12.35°
⑥	116.20'	37.50'	35.45'	17.54°
⑦	153.75'	72.82'	72.26'	27.16°
⑧	248.20'	23.25'	22.84'	50.92°



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www.lmmnyc.com

WALKER MACY
1570 15th Avenue, 41 01 1518
Astoria, OR 97103
www.walker-macy.com

SAM
SCHOOL OF ARCHITECTURE
LANDSCAPE ARCHITECTURE
INTERIORS
CHRISTOPHER J. JONES
DIRECTOR OF ARCHITECTURE

SAM ASIAN ART MUSEUM
Asian Art Museum Expansion & Renovation
1000 10th Ave
San Francisco, CA 94102

Construction Documents
Revision: All, Date: 05/20/17

Client: SAM
Contract: 01/17/16
LMM Proj No: 18096.01
Date: 05/20/17

Layout Plan - North
L932

EXHIBIT B

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the “Agreement”) made and entered into this ____ day of _____, 2017, by and between THE CITY OF SEATTLE (the “City”), a first class city organized under the laws of the State of Washington, the SEATTLE ART MUSEUM, a Washington nonprofit corporation (“SAM”) and _____, LLC (“Tax Credit Entity”), a Washington limited liability company.

RECITALS

The following facts and circumstances form the background of this Agreement:

1. The City and SAM executed the Development Agreement dated _____, 2017 (the “Development Agreement”). SAM will substantially restore and expand the Seattle Asian Art Museum (the “SAAM Building”) in Volunteer Park consistent with applicable historic preservation guidelines at an estimated total cost of approximately _____ (\$_____) (in 2017 dollars).
2. Under the Development Agreement, the City and SAM commit to use their respective best efforts to secure federal historic rehabilitation tax credits for the museum project.
3. The Development Agreement also provides that if SAM has secured a firm commitment from a tax credit investor on terms reasonably acceptable to SAM, that a number of actions will be taken to access such credits, specifically including the City leasing the SAAM Building to a Tax Credit Entity and the execution of a Joinder Agreement by a Tax Credit Entity under which a Tax Credit Entity joins in and assumes SAM’s rights and obligations under the Development Agreement.
4. SAM has secured a firm commitment from the tax credit investor acceptable to it and, consequently, the City, SAM and a Tax Credit Entity wish to execute this Joinder Agreement as required under the Development Agreement.

AGREEMENTS

1. Joinder. A Tax Credit Entity hereby joins with the City and SAM, as a party under the Development Agreement dated _____, to the same extent and with the same effect as if a Tax Credit Entity had executed the Development Agreement as an original party thereto, and hereby assumes, jointly and severally with SAM, all of the rights and obligations of SAM under the Development Agreement, as well as any rights and obligations specifically reserved for a Tax Credit Entity per se under such Development Agreement.

2. No Release. Nothing in this Agreement shall be construed as a release of SAM from any of its obligations under the Development Agreement, and SAM hereby confirms and reaffirms its obligations under the Agreement.

CITY OF SEATTLE

By _____
Its _____

SEATTLE ART MUSEUM

By _____
Its _____

TAX CREDIT ENTITY

By _____
Its _____

EXHIBIT C PROJECT SCHEDULE

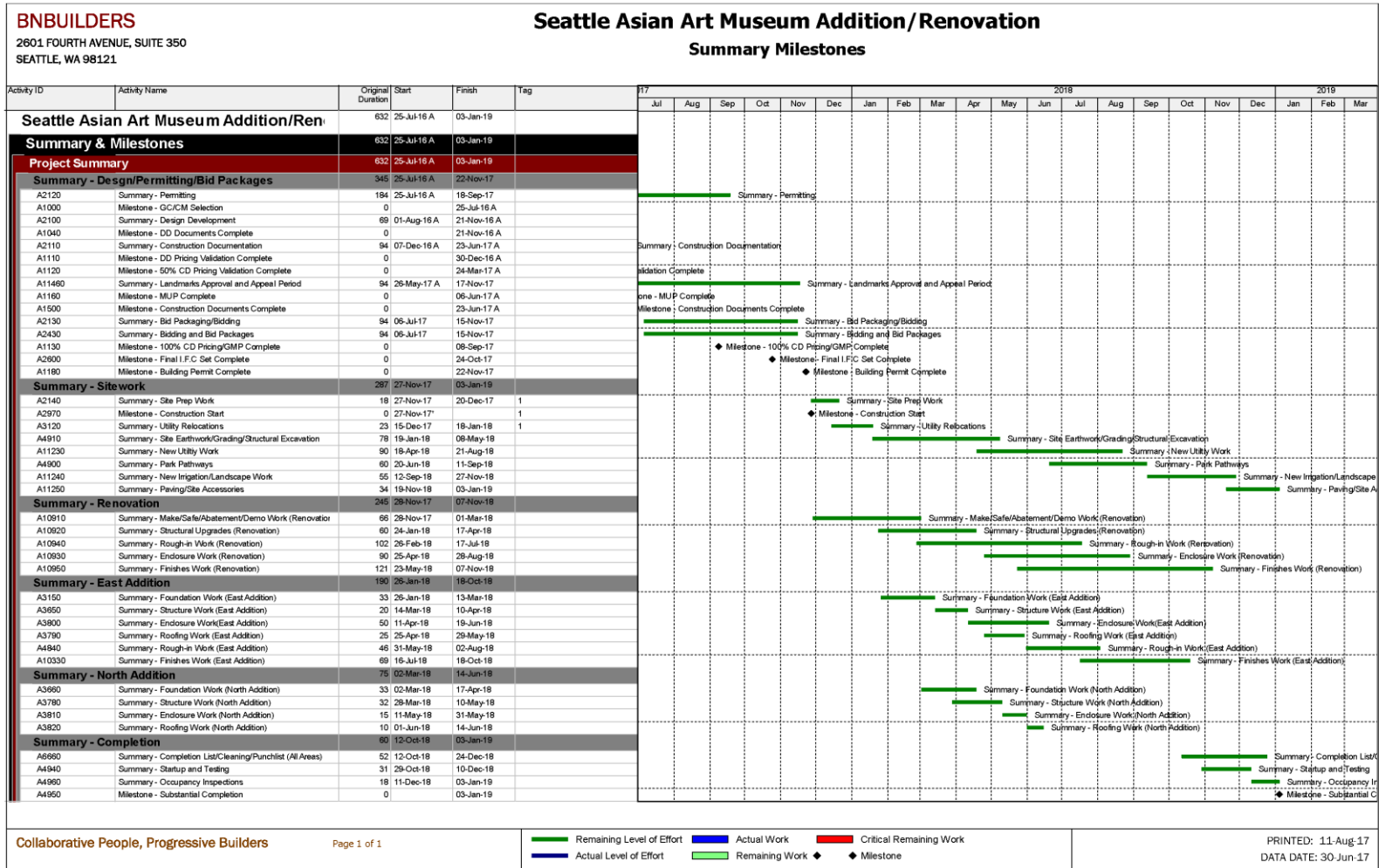


EXHIBIT D PROJECT BUDGET

Seattle Art Museum Asian Art Museum Renovation Project
Project Budget Detail



8/15/2017 - last updated by		Budget			Commitments		Forecast	Spend
Cost Codes	Category / Description	Original Budget \$\$	Approved Budget a	Potential Future b	Current Commitment c	Pending Commitments d	Forecast at Completion e = (c + d)	Total Spent to Date
LAND AND TITLE								
	Legal Easements	\$162,077	\$162,077	\$0	\$162,077	\$400,000	\$562,077	\$409,283
		\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Land and Title Subtotal:	\$162,077	\$162,077	\$0	\$162,077	\$400,000	\$562,077	\$409,283
OWNER DIRECT WORK								
MISC PURCHASED SERVICES								
	Hazmat							
	Design/Testing for HazMat	\$46,665	\$46,665	\$0	\$43,050	\$1,665	\$44,715	\$32,330
	WSST 10.10%	\$4,480	\$4,480	\$0	\$0	\$0	\$0	\$0
	Utility Fees							
	SCL Fees and Hookup costs		\$225,000	\$0	\$98,481	\$75,000	\$173,481	\$21,298
	WSST 10.10%	\$0	\$25,000	\$0	\$9,947	\$7,578	\$17,522	\$0
	Phone / Internet / Fiber- Provider	\$31,845	\$31,845	\$0	\$0	\$63,080	\$63,080	\$0
	WSST 10.10%	\$3,057	\$3,057	\$0	\$0	\$6,371	\$6,371	\$0
	Other misc signage	\$10,000	\$10,000	\$0	\$0	\$153,290	\$153,290	\$0
	WSST 10.10%	\$960	\$960	\$0	\$0	\$2,020	\$15,482	\$0
	SAAM Owner Direct Work:	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Art move and reinstallation, storage internal labor, temp office space	\$3,147,686	\$3,175,037	\$0	\$888,764	\$3,382,860	\$4,271,624	\$1,117,363
	Fundraising	\$792,750	\$792,750	\$0	\$212,454	\$497,546	\$710,000	\$30,347
	Marketing	\$15,000	\$15,000	\$0	\$58,377	\$180,000	\$238,377	\$0
	Bridge Financing				\$0	\$800,000	\$800,000	\$0
	Subcontracted Work							
	AV Supply/Install and Phone Cabling	\$150,000	\$150,000	\$0	\$0	\$319,967	\$319,967	\$0
	Security - Suply/Install	\$75,000	\$445,000	\$0	\$0	\$444,800	\$444,800	\$0
	LEED	\$25,000	\$25,000	\$0	\$0	\$25,000	\$25,000	\$900
	Misc Data and WAPS	\$50,000	\$50,000	\$0	\$0	\$50,000	\$50,000	\$0
	FF&E	\$100,000	\$100,000	\$0	\$0	\$225,000	\$225,000	\$1,347
	FF&E - Kitchen	\$0	\$0	\$0	\$2,100	\$62,753	\$64,853	\$1,200
	WSST 10.10%	\$146,097	\$183,467	\$0	\$87,362	\$181,550	\$268,932	\$0
	Owner Work Subtotal:	\$4,598,640	\$5,283,261	\$0	\$1,400,884	\$6,498,478	\$7,912,495	\$1,204,785
CONSTRUCTION								
PRECON / CONSTRUCTION								
	Pre-Construction		\$0				\$0	\$562,207
	Contractors Cost	\$27,441,304	\$30,725,325	\$0	\$810,680	\$30,499,988	\$31,310,668	\$0
	WSST 10.10%	\$2,637,298	\$2,787,298	\$0	\$81,879	\$3,080,499	\$3,162,377	\$0
	Construction Subtotal:	\$30,078,602	\$33,492,623	\$0	\$892,559	\$33,680,487	\$34,473,045	\$562,207
DESIGN / ENGINEERING								
	Architect / Engineering	\$4,743,748	\$4,993,748	\$0	\$5,084,803	\$65,000	\$5,149,803	\$4,232,568
	Design / Engineering Subtotal:	\$4,743,748	\$4,993,748	\$0	\$5,084,803	\$65,000	\$5,149,803	\$4,232,568
PROJECT MANAGEMENT								
	Construction / Project Management	\$941,340	\$941,340	\$0	\$941,340	\$0	\$941,340	\$458,581
	Building Commissioning	\$65,000	\$114,100	\$0	\$107,600	\$6,500	\$114,100	\$26,199
	Project Management Subtotal:	\$1,006,340	\$1,055,440	\$0	\$1,048,940	\$6,500	\$1,055,440	\$484,779
PLANNING								
	Survey	\$0	\$3,524	\$0	\$0	\$0	\$0	\$0
	Geotechnical Studies / Surveys	\$30,000	\$30,000	\$0	\$29,483	\$15,000	\$44,483	\$33,227
	Traffic Studies / Surveys	\$3,507	\$7,014	\$0	\$7,190	\$1,900	\$9,090	\$5,998
	WSST 10.10%	\$3,384	\$0	\$0	\$0	\$0	\$0	\$0
	Planning Subtotal:	\$36,891	\$40,538	\$0	\$36,673	\$16,900	\$53,573	\$39,226
PERMITS, INSURANCE & UTILITIES								
	Permits & City Fees	\$275,233	\$275,233	\$0	\$139,537	\$131,447	\$270,984	\$143,552
	Permits, Insurance & Utilities Subtotal:	\$301,655	\$301,655	\$0	\$139,537	\$131,447	\$270,984	\$143,552
TESTING AND INSPECTION - INDIVIDUAL CONTRACTORS								
	Soils Testing / Inspection		\$0		\$0		\$0	\$0
	Special Inspection (conc, steel, bldg code)	\$20,000	\$20,000	\$0	\$0	\$20,000	\$20,000	\$0
	Testing And Inspection Subtotal:	\$22,020	\$22,020	\$0	\$0	\$20,000	\$20,000	\$0
	Subtotal All Work Above	\$40,949,873	\$45,351,362	\$0	\$8,765,143	\$40,718,812	\$49,497,417	\$7,076,400
CONTINGENCY								
	Project Contingency	\$3,456,600	\$3,495,745	\$0	\$3,495,745	\$531,606	\$4,027,351	\$0
	Design & Estimating Contingency	\$2,263,000	\$528,227	\$0	\$528,227	\$0	\$528,227	\$0
	Escalation Contingency	\$2,616,000	\$0	\$0	\$0	\$0	\$0	\$0
	TAX							
	Total Budget:	\$49,285,473	\$49,375,334	\$0	\$12,260,887	\$41,250,418	\$54,052,995	\$7,076,400

EXHIBIT E **FUNDRAISING PLAN**

SEATTLE ART MUSEUM **ASIAN ART MUSEUM RENOVATION AND ENHANCEMENT** **CAMPAIGN** Fundraising Feasibly

BACKGROUND

Since opening in 1933, the Seattle Asian Art Museum (AAM) in Volunteer Park—the original home of the Seattle Art Museum—has been a center for cultural life in the Pacific Northwest. Millions of visitors have passed the famed camels flanking the beautiful art deco entryway, entering the museum to experience exceptional art from around the globe. While the building has been modestly expanded and updated since its original construction, no major renovation has taken place in its history. Over the last 20 years, numerous environmental and facilities studies have indicated a critical need to address aging infrastructure and other issues, most notably seismic vulnerabilities and mechanical and environmental systems original to the 1933 building.

In 2007, SAM was poised to address these needs in partnership with the City of Seattle – with a project cost then estimated at \$24M. The City approved a Parks Levy securing approximately half of the funds needed, including \$2M in early funding for design and planning. The second half of funds needed was to be secured through fundraising by SAM. Unfortunately, the worldwide financial crisis of 2008 had significant impact on the philanthropic environment, causing SAM to put the project on hold until prospects for fundraising improved.

In 2013, SAM's then new Executive Director, Kimerly Rorschach, and the Board of Trustees began exploring if enhancements could and should be added to the scope project that would improve the overall functionality of the building. That study determined that in addition to the needed infrastructure upgrades, enhancements such as an added exhibition space, improved education and community engagement spaces, and an enhanced visual connection to Volunteer Park would greatly improve SAM's ability to fulfill its mission and better serve its many diverse constituencies. Exploration in design possibilities thus began.

To determine readiness and feasibility of successfully securing the funding need for this project, SAM returned to a previously commissioned CAMPAIGN READINESS STUDY for the AAM, which was completed in 2012 by the Collins Group, a well-respected fundraising consulting firm which SAM had worked with on the very successful, \$240M *Transformation of SAM Campaign* from 2000 – 2007. That study evaluated SIX elements critical to the success of any major fundraising campaign, evaluating SAM's readiness. While this study was originally commissioned when the scope of the project just focused on infrastructure upgrades (at a cost of \$24M) it was determined that the same measurements/evaluation criteria could be used in determining the fundraising feasibility for an expanded project.

Readiness

Organizational Strength

As part of their assessment – The Collins Group stated “*SAM has an excellent reputation and a proven track record with successful campaigns; blockbuster exhibitions and expanded programming are delivering on the promises of the “Transformation of SAM” campaign.*”

Additional evaluation:

- 1) **Finances:** Coming out of the financial crisis of 2008, SAM and its Board of Trustees have focused on achieving a sustained balance budget for the institution. Through cost-cutting and a conservative approach to expenses, increased fundraising, and review of earned revenue streams, SAM has stabilized its finances with a balanced budget for the last two fiscal years and forecasts for balanced budgets in years ahead.
- 2) **Attendance:**
SAM wanted to ensure that investing in expanded exhibition and education spaces at the AAM would result in an increased number of constituents served. To explore feasibility, SAM’s Director and CEO instituted a change in programming at the AAM: more contemporary art exhibitions, a faster rotation of works of art on view, and an increased number of educational programs. In addition, a decision was made to invest more aggressively in marketing for these activities. As a result, annual attendance rose to more than 80,000 visitors, the highest level since the museum was converted into the Asian Art Museum.

Conclusion: We believe SAM and the AAM are organizationally strong (both in terms of finances and audience) for a successful campaign.

Leadership

As part of their assessment – The Collins Group stated “*SAM’s trustees are passionate and generous. While the tenure of senior staff is long, the current vacancy in the Director position (as well as the Japanese Curator position) limits the museum’s ability to develop a long-range vision and program plan for the Seattle Asian Art Museum.*”

Additional evaluation:

- 1) SAM hired a new Director and CEO in fall of 2012. Kimerly Rorschach came to the institution after having successfully led both the Nasher Museum of Art at Duke University and the Smart Museum of Art at the University of Chicago. The Nasher Museum was built from scratch under her leadership – a 66,000 square foot facility was built, and attendance rose from 10,000 per year to 180,000. Her extensive experience with campaign and museum construction will be an asset for the AAM project.

- 2) SAM has hired two curators in Asian Art since the time of the Collins review: Xiaojin Wu, curator of Japanese and Korean Art; and Ping Foong, curator of Chinese Art. Under their direction, exhibition programs have expanded, and attendance has increased more than 30%.
- 3) SAM has a 65 member board of Trustees (active) along with 15 Honorary Trustees. Trustees are dedicated and passionate about SAM's mission. All confirm upon appointment that SAM is among their top three philanthropic priorities and commit to making a campaign contribution appropriate to their ability. Among this group, SAM has identified 16 members to serve on a specific AAM Campaign Committee. These include:

Winnie Stratton, **President**

Stewart Landefeld, **Chairman**

Mimi Gardner Gates, Gursharan Sidhu – **Campaign Co-Chairs**

Griffith Way – **Honorary Chair**

Margaret Allison, Frank Bayley, Janet Ketcham, Najma Lalji, Charlie Nolan, Brooks Ragen, Catherine Roche, Lee Rolfe, Faye Sarkowsky, Jon Shirley, Mandira Virmani, Maggie Walker, and Virginia Wright

Conclusion: SAM's leadership is strong on all levels, from board and senior management, to programming – all with prior experience directly relating to campaigns and building audiences.

Case for Support

As part of their assessment – The Collins Group stated *“Current documents describing the proposed investments in SAAM are very building centric and do not describe community benefits from the “donor’s point of view.” Potential supporters will want to know what new and/or expanded programs will maximize the investments in a remodeled and renovated facility.”*

Additional evaluation:

- 1) To ensure that SAM's messaging and case for support reflect the interest and perceptions of the community we serve, in 2015 **Pyramid Communications** – a local communications/PR firm focused on nonprofit organizations – was contracted to complete a *community perception audit* and communication plan. Through their work, a dozen one-on-one interviews were held with individuals representing diverse constituencies throughout our region, ranging from a former Governor to a millennial who has only been the museum a few times; from a Seattle Public Schools educator to a member of the Washington State China Relations Council.

These responses were combined with similar feedback gathered at community meetings and interviews with Key Staff to develop specific campaign messages that can be incorporated into a wide array of campaign marketing materials and speeches.

Conclusion: We have tested our campaign messaging on our Board of Trustees and numerous lead funders of the project, with positive responses, and feel we are in a strong position for communications/case for support.

Giving Potential.

As part of their assessment – The Collins Group stated *“While SAM’s trustees have exhibited tremendous levels of generosity for past projects and current operations, there is not yet a sufficient pool of prospects to contribute the first 50 to 70 percent of the campaign goal. The museum must develop and act on a plan to cultivate new donors for this project.”*

Additional evaluation:

- 1) Since the Collins Group evaluation was completed, a funding plan towards the now estimated \$54M estimated project goal has been developed, outlined as follows:
 - a. **\$21M from the City of Seattle** (Confirmed with original \$2M design planning funding in hand, plus increased investment to account for construction cost inflation and added scope)
 - b. **\$6M in Historic Tax Credits** (We have engaged legal counsel with experience securing Historic Tax Credits – recently with the Museum of History and Industry. Early evaluation has been positive and we are confident that Tax Credits can be secured at this level.
 - c. **\$27M in Public and Private Support**
- 2) Because the need for this project was critical – at the minimum level of completing the infrastructure upgrades, SAM made the decision to forgo a traditional, external fundraising feasibility study, and begin soliciting leadership gifts. It was felt that the success these early solicitations (combined with additional research to be described next) would help predict the likelihood of success in this campaign. **Fundraising for these leadership gifts began in late 2014 and nearly \$10M was secured in the first 18 months, with an additional \$10M since (for a total of \$20.7M to date).**
- 3) In addition to the above, SAM contracted with **Grenzenbach Glier & Associates** – a national campaign management firm – to complete a “Wealth Screening” of SAM’s database. This research determines the volume of potential supporters an organizations has, including levels of possible support. This is the same organization that has supported such campaigns as the University of

Washington’s \$2.5B *Campaign for Washington*. This research found that SAM currently has:

99 Exact matches in our data base with capacity to give:	Above \$1M
341 Exact matches in our data base with capacity to give:	\$250K - \$999K
979 Exact matches in our data base with capacity to give:	\$100K - \$249K
14,819 Exact matches in our data base with capacity to give:	\$25K - \$99K

- 4) Simultaneously with the above, SAM continued its contract with the Collins Group – working to identify strategies to successfully research, evaluate, cultivate and solicit the above mentioned prospect pool. Of that very large group, a much smaller campaign pyramid was developed to estimate what is needed to achieve the overall campaign goal:

SAMPLE Gift Pyramid to secure \$53.8 million

	Gift Size	# of Gifts Needed	# of Prospects Needed	# of Prospects Identified	Wealth Screen	Category Total
Leadership & Major Gifts	\$21,000,000	1	1	n/a	City	\$21,000,000
	\$7,500,000	1	1	n/a	Confirmed	\$7,500,000
	\$6,000,000	1	1	n/a	HRTC	\$6,000,000
	\$1M - \$5M	6	12	14	86	\$8,000,000
	\$500,000	7	15	18		\$3,500,000
Major & Mid-Major Gifts	\$250,000	9	16	13	341	\$2,250,000
	\$100,000	22	40	19	979	\$2,200,000
	\$50,000	33	75	27		\$1,650,000
	\$25,000	28	100	100+	14K+	\$700,000
	\$10,000	50	120	5		\$500,000
Community Gifts	\$5,000	50	200	tbd		\$250,000
	\$1,000	250	1800	tbd		\$250,000
	TOTALS	436	2320	90		\$

Conclusion: Based on secured funding from the City of Seattle, strong potential for historic tax credits; significant, positive response in leadership gift fundraising (securing nearly \$10M in early conversations); plus a very sizable prospect pool with existing connections to SAM, we feel the Giving Potential for this Campaign is STRONG.

Internal Readiness

As part of their assessment – The Collins Group stated “SAM’s fundraising track record is stellar. The degree to which a future SAAM campaign can be successful will depend on a cadre of current and new development leaders who have experience with major gifts fundraising.”

Additional evaluation:

- 1) Since Collin's evaluation, SAM has hired a new Chief Development Officer with more than 20 years fundraising experience, including nearly 10 years at the University of Washington leading Arts and Humanities fundraising during the successful *Campaign for Washington*. Other new staff include a Director of Individual Giving; two Major Gift Officers dedicated to the campaign, a Campaign Coordinator; and two Institutional Giving Officers focused on Foundation/Government Relations and Corporate Relations (with partial focus on the campaign).

Conclusion: We believe staffing levels are appropriate for a successful campaign.

Climate and Timing

As part of their assessment – The Collins Group stated *“Other cultural institutions are engaged in campaigns around the region, and the economic recovery is proceeding at a slow pace. That being said, the convergence of the availability of the parks levy dollars, the deteriorating condition of the Volunteer Park facility, and the impending arrival of a new director will help to create urgency for fundraising.”*

Additional evaluation:

- 1) Since Collin's evaluation, both the economic and philanthropic environment have improved. Accordingly, an even greater number of campaigns around the region have begun.

Conclusion: While there are many campaigns underway throughout the region, we believe that because of the historical significance of this project, and the potential impact it will have increasing the museum's ability to better serve our community, we remain confident that SAM and the AAM will be successful in this project.

Current Status

SAM has made a great deal of progress in its four-phase fundraising strategy towards the current \$53.8M goal, as outlined below:

Phase 1 · Leadership and Major Gifts, Government and Foundation Grants

Gift Amounts \$100K+; Began in 2014

Phase 2 · Builder's Club, Individual Contributions

Gift Amounts \$10K · \$99K; Began 2016

Phase 3 · Community Campaign

Gifts \$1K+; Beginning Fall 2018/Beginning of Construction

Phase 4 · AAM Premier Year/Grand Opening
Membership Drive, Beginning 4 – 6 months prior to opening

	Cumulative Goal	Received To-date	Remaining by level
City of Seattle	\$21,000,000	\$21,000,000	\$0
Historic Tax Credits	\$6,000,000		\$6,000,000
Major Gifts/Grants			
\$7.5M+	\$7,500,000	\$7,500,000	\$0
\$2M · \$7.49M	\$2,000,000	\$2,000,000	\$0
\$1M · \$1.99M	\$6,000,000	\$4,920,000	\$1,080,000
\$500K · \$999K	\$3,500,000	\$1,500,000	\$2,000,000
\$100K · \$499K	\$4,500,000	\$3,847,000	\$653,000
Builder's Club			
\$50K · \$99K	\$1,600,000	\$659,786	\$940,214
\$25K · \$49K	\$700,000	\$175,000	\$525,000
\$10K · \$24K	\$600,000	\$100,000	\$500,000
Community Campaign			
\$5K · \$9K	\$350,000	\$5,000	\$345,000
\$1K · \$4K	\$350,000	\$4,978	\$345,022
Totals (8/18/2017)	\$54,000,000	\$41,711,764	\$13,288,236

Notes:

- 1) SAM is confident it will be able to secure \$6M in Historic Tax Credits,
- 2) Of the approx. \$3.6M. left to raise in the Major Gifts Category, SAM has currently identified 24 prospective supporters at this level, with a combined solicitation amount of \$5 – 6M.
- 3) The Builder's Club Committee will begin peak level of activity in Fall 2017, continuing for c.18 Months. SAM has identified several hundred prospective supporters at this level and has a strong track record of success with similar initiatives (having secured \$6.8M at this level during the final 18 months of the SAM Transformation Campaign in 2007
- 4) SAM will begin this phase of the campaign in Fall 2017 or approximately at time construction begins. The strategy will be similar to "name a brick" efforts common in capital projects.

Seattle Art Museum
Asian Art Museum Funding Status
As of 10/05/2017

	Received	2017	2018	2019	2020	2021	2022	Total
City of Seattle	\$2,000,000							\$2,000,000
Contributions	\$10,654,982							\$10,654,982
City of Seattle			\$19,000,000					\$19,000,000
State of Washington			\$750,000	\$770,000				\$1,520,000
King County	\$800,000			\$600,000				\$1,400,000
Confirmed Pledges		\$3,086,238	\$634,250	\$2,551,750	\$305,500	\$45,000	\$25,000	\$6,647,738
Contributions Pending		\$296,666	\$459,999	\$379,999	\$117,500	\$84,166	\$51,670	\$1,390,000
Contributions Projected			\$1,200,000	\$1,325,000	\$1,225,000	\$925,000	\$725,000	\$5,400,000
Historic Tax Credit Investment			\$1,250,000	\$3,500,000	\$1,250,000			\$6,000,000
Total	\$13,454,982	\$3,382,904	\$23,294,249	\$9,126,749	\$2,898,000	\$1,054,166	\$801,670	\$54,012,720

DETAIL

<i>Gifts Received</i>	
Name	Gift Total
Donor 1	\$300,000.00
Donor 2	\$50,000.00
Donor 3	\$130,000
Donor 4	\$72,125.00
Donor 5	\$250,000.00
Donor 6	\$2,000.00
Donor 7	\$5,000.00
Donor 8	\$25,000.00
Donor 9	\$10,000.00
Donor 10	\$125,000.00
Donor 11	\$1,478.00
Donor 12	\$100,000.00
Donor 13	\$100,000.00
Donor 14	\$50,000.00
Donor 15	\$20,000.00
Donor 16	\$400,000.00
Donor 17	\$160,000.00
Donor 18	\$996,323.38
Donor 19	\$50,001.80
Donor 20	\$25,000.00
Donor 21	\$50,000.00
Donor 22	\$10,000.00
Donor 23	\$62,660.83
Donor 24	\$50,000.00
Donor 25	\$99,630.61
Donor 26	\$20,000.00
Donor 27	\$10,000.00
Donor 28	\$1,500.00
Donor 29	\$50,000.00
Donor 30	\$25,000.00
Donor 31	\$10,000.00
Donor 32	\$100,000.00
Donor 33	\$25,000.00
Donor 34	\$100,000.00
Donor 35	\$250,000.00
Donor 36	1,000,000
Donor 37	\$20,000.00
Donor 38	\$25,000.00
Total Gifts Received	\$4,780,720

DETAIL

<i>Booked Gifts</i>								
Name	Gift Total	Received	Remaining 2017	2018	2019	2020	2021	2022
Donor 1	\$2,000,000				\$2,000,000			
Donor 2	\$50,000	\$25,000		\$25,000				
Donor 3	\$112,000	\$28,000		\$28,000	\$28,000	\$28,000		
Donor 4	\$500,000	\$300,000	\$200,000					
Donor 5	\$100,000	\$20,000		\$20,000	\$20,000	\$20,000	\$20,000	
Donor 6	\$50,000			\$50,000				
Donor 7	\$10,000	\$2,500		\$2,500	\$2,500	\$2,500		
Donor 8	\$125,000			\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Donor 9	\$25,000		\$25,000					
Donor 10	\$7,500,000	\$5,000,000	\$2,500,000					
Donor 11	\$250,000	\$100,000		\$50,000	\$50,000	\$50,000		
Donor 12	\$25,000	\$20,000	\$5,000					
Donor 13	\$500,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000		
Donor 14	\$100,000	\$25,000	\$25,000	\$25,000	\$25,000			
Donor 15	\$25,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000		
Donor 16	\$100,000	\$25,000	\$25,000	\$25,000	\$25,000			
Donor 17	\$100,000	\$50,000	\$50,000					
Donor 18	\$25,000	\$2,500		\$12,500	\$10,000			
Donor 19	\$25,000	\$6,250	\$6,250	\$6,250	\$6,250			
Donor 20	\$50,000	\$25,000	\$10,000	\$10,000	\$5,000			
Donor 21	\$100,000	\$50,000	\$50,000					
Donor 22	\$50,000	\$40,012	\$9,988					
Donor 23	\$500,000			\$175,000	\$175,000			
Donor 24	\$100,000		\$25,000	\$25,000	\$25,000	\$25,000		
Donor 25	\$250,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000		
Totals	\$12,522,000	\$5,874,262	\$3,086,238	\$634,250	\$2,551,750	\$305,500	\$45,000	\$25,000

DETAIL

<i>Not Booked: Verbal / DAF</i>								
Name	Gift Total	Received	remaining 2017	2018	2019	2020	2021	2022
Donor 1	\$375,000		\$125,000	\$125,000	\$125,000			
Donor 2	\$50,000			\$50,000				
Donor 3	250000		\$41,666	\$41,666	\$41,666	\$41,666	\$41,666	\$41,670
Donor 4	100000			\$25,000	\$25,000	\$25,000	\$25,000	
Donor 5	50000		\$25,000	\$25,000				
Donor 6	5000			\$5,000				
Donor 7	10000			\$2,500	\$2,500	\$2,500	\$2,500	
Donor 8	250000		\$100,000	\$100,000	\$50,000			
Donor 9	50000			\$25,000	\$25,000			
Donor 10	50000			\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Donor 11	100000			\$33,333	\$33,333	\$33,334		
Donor 12	25000			\$12,500	\$12,500			
Donor 13	25000		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
Donor 14	50000				\$50,000			
Verbal / DAF Total	\$1,390,000		\$296,666	\$459,999	\$379,999	\$117,500	\$84,166	\$51,670

Asian Art Museum

Final Phase of Fundraising

Gifts Above \$100K = goal of \$3M

c. \$850K from Corporations

c. \$750K from Foundations/Government Agencies

\$1.3M from Individual Supporters

Gifts \$10K - \$99K “Builders Club” = goal of \$2M

Community Campaign “Name a Brick” = Goal of \$500K

EXHIBIT F

FINAL PROJECT DESIGN

Exhibit F is provided as a separate document in four parts.

EXHIBIT G

CONTRACTING AND SOCIAL EQUITY PROGRAM **SEATTLE ASIAN ART MUSEUM RENOVATION**

The City of Seattle (City) and the Seattle Art Museum (SAM), with its general contractor, BNBuilders (BNB) and Project Manager OAC (OAC) concurring, agree to the following terms and conditions for the renovation of the Asian Art Museum Building (Project):

1. SAM will require BNB to pay the Prevailing Wage as defined in RCW 39.12. The contractor shall submit statements of intent to pay prevailing wages and affidavits of wages paid to City Purchasing and Contracting Services (CPCS) unless otherwise mutually agreed.
2. SAM will require BNB to withhold contract retainage in the manner and for the purposes described in RCW 60.28 and to provide a payment and performance bond in the full amount of the construction contract, naming The City of Seattle as co-obligee, for the purposes set forth in RCW 39.08. SAM shall also require its contractor to utilize apprentice labor for no less than 15% of the total Project labor hours.
3. SAM will require BNB to pursue utilization of Women and Minority Business Establishments (WMBE) as follows:
 - 3.1 SAM agrees upon an aspirational total Project utilization rate of 12% for WMBEs, including both certified and self-identified firms.
 - SAM agrees to have BNB provide CPCS with a plan (Attachment 1) for review and approval. CPCS may instruct BNB to make changes as needed in order to assure the greatest opportunity for successful achievement of the goals.
 - CPCS will provide any requested advice, comments, suggestions, hosting or event promotion, recruitment efforts, and similar assistance with regard to implementation of the plan.
 - BNB will include the City Inclusion Plan (Attachment 2) in all remaining sub packages.
 - CPCS agrees to attend each pre-bid, pre-con and pre-job meeting, to explain the WMBE and Community Workforce Agreement (CWA) forms, reporting/monitoring requirements, and performance needs. BNB will notify CPCS of such meetings in advance.
 - BNB and CPCS will meet monthly or as otherwise mutually agreed, to review WMBE progress and have discussion as needed around suggested improvements, opportunities, or information that may be helpful to share.
 - CPCS will alert SAM/OAC to any subcontractors about whom the City has concerns with respect to responsibility, although BNB retains authority to make such determinations on subcontract decisions.

4. Community Workforce Agreement (CWA)

- SAM and BNB agree to comply with the City CWA and BNB will require all sub-tier contractors to assent to the CWA.
- CPCS is available to BNB and any subcontractor as needed, for questions, information, advice, guidance, forms and related assistance that may assure full and successful implementation of the CWA.
- CPCS and the Building Trades Executive Secretary will provide BNB with interpretations of the CWA should questions arise as to intent and/or meaning.

5. Monitoring

- BNB/OAC will provide to CPCS a PDF of certified payrolls for BNB and every subcontractor each month on the first business day each month unless the City and SAM agree on a different schedule.
- CPCS compliance staff will make unscheduled site visits and will attend safety meetings to evaluate and provide any requested assistance in labor, wage, WMBE and Acceptable Workplace compliance and needs.
- CPCS compliance staff will report any issues, comments, or needs requiring attention to SAM/OAC and to BNB.

6. Progress Reviews

Should BNB or CPCS have concerns about a subcontractor's substantial compliance with the CWA, WMBE, or Acceptable Workplace, BNB and CPCS will meet to determine if any action is necessary and if so, discuss solutions that encourage or require compliance. While the decision remains with BNB contractor, the City and BNB may consider such escalating solutions as:

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

6.1 Acceptable Worksite Provision: BNB agrees to comply with the following provisions, shall notify any current subcontractors of these expectations, and shall include these provisions in future Project subcontracts:

BNB will ensure an Acceptable Worksite that is appropriate, productive, and safe work for all workers. An Acceptable Worksite is free from behaviors that may impair production, and/or undermine the integrity of the work conditions including but not limited to job performance, safety, productivity, or efficiency of workers. BNB will display at each Worksite location, including the Project Site office, a poster and other materials supplied by CPCS regarding Acceptable Worksites.

The intent of the person that appears to violate the Acceptable Worksite is not a measure of whether such behaviors are appropriate; rather the standard is whether a reasonable person should have known that such behavior would cause a worker to be humiliated,

intimidated, or otherwise treated in an inappropriate, discriminatory, or differential manner.

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

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

Attachment 1 to Exhibit G City of Seattle Social Equity Plan

COMPANY:

PROJECT:

WMBE COORDINATOR: NAME AND CONTACT INFORMATION

The Social Equity Plan outlined below includes some elements required by the Agreement as well as additional deliverables the CONTRACTOR will implement as demonstration of their good faith efforts to meet their WMBE utilization goals.

Unless otherwise specified below, the CONTRACTOR will keep CPCS informed of its progress on each item in this program by a Monthly Social Equity Report for the duration of the project. The CONTRACTOR will include attachments with the report as appropriate.

The table illustrates our proposed inclusion goals as a percentage of the preconstruction services budget of \$XXXXX and as a percentage of the contract value based on an assumed construction cost of \$xx,000,000.

Phase	Total WMBE Goal	WBE Sub-Goal	MBE Sub-Goal
Preconstruction Services (\$XXX,XXX)			
Construction Services (\$xx,000,000) Est.			

CLARIFICATION

[CONTRACTOR] understands that the overall WMBE goal is a minimum, and will conduct all the strategies listed in the Social Equity Plan. Each strategy will be further defined and adjusted during the pre-construction and construction phases. Modification to the Social Equity Plan will need to be approved by the City. The Social Equity Plan is in its preliminary stages and is based on limited information, proposed scopes and bid packages are preliminary and will be finalized at the time of MACC negotiations.

Bid Packaging & Subcontract Planning

The following subcontracting strategy is in its preliminary stages and based upon limited information. The overall WMBE goal is intended as a minimum with the intent that the Contractor will perform the following tasks inside this strategy. The proposed scopes and bid packages are preliminary, to be finalized by x/xx/xxxx. Each task will be defined and adjusted during pre-construction and construction by mutual agreement to meet project goals.

Professional Services

The Contractor will team with WMBEs for the following pre-construction planning and construction services. (past examples have been survey, public outreach, testing, environmental monitoring and WMBE technical assistance.)

Phase (Pre-const or const)	Element of Work (Specify)	WMBE Firm (Name)	Est. Contract Value

Deliverables to the City: Subcontracting Plan for each professional service work package.

Construction

The CONTRACTOR will leverage their company experience, WMBE Coordinator advice and support from the City to develop a bid packaging plan that meets or exceeds the proposed WMBE utilization. The CONTRACTOR will:

- Analyze past projects conducted for government agencies and identify the reasons why WMBE firms have not been successful. CONTRACTOR will use results to develop and offer lessons a learned training program and offer to local WMBE firms, working with the National Association of Minority Contractors and Tabor 100.
- Design bid packages that leverage local WMBE capacity, particularly under-represented MBEs. Review bid packaging strategy to ensure qualified WMBE firms have opportunity to bid and succeed. This will include breaking up bid packages to fit the scale of work WMBE subs can successfully manage. Sometimes, bid packages will succeed if they are larger and have requirements for the subcontractor’s sub-tier bid packages to incorporate WMBE firms. In other cases, smaller bid packages will succeed depending on WMBE capabilities, capacities, and proven performance in that specific scope of work.
- Require and implement the City’s WMBE Inclusion Plan in all bid packages as an element of responsiveness.
- Set past performance WMBE participation percentages for each bid package that support the overall WMBE goal and are congruent with the scoped of work included in the bid package.

With the understandings and intentions above, and based on analysis of Project’s scope of work and local WMBE capacity, we intend to contract with WMBEs to perform:

Package/Scope	Estimated Value of Package
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Materials, Supplies, and Equipment

Suppliers of materials and equipment and consumables are often overlooked in public works contracts. CONTRACTOR intends to issue purchase orders to WMBEs for the following materials, supplies and or equipment:

Item	Estimated Value
	\$
	\$
	\$

Deliverables to the City: Construction Subcontracting Plan with the information and format acceptable to the City.

Outreach

CONTRACTOR will participate in the following outreach events:

- National Association of Minority Contractors – Monthly meetings
- Tabor 100 – at least two monthly meetings.
- How to do business workshops – at least two events.
- Community Project Meetings.
- Pre-bid meetings in City of Seattle
- Two Open House(s), to be scheduled as work packages are available.
- Other events as opportunities present themselves.

Deliverables to City: Per event Promotional flyers, Agendas, Handout packages

Outreach Strategy for Bidding Purposes

CONTRACTOR will engage in the following outreach to recruit potential bidders for sub-contractable work packages:

- Pre-bid meetings for each bid package.
- Project-specific web-page on Contractor’s webpage with a link to the City’s Project webpage.
- City’s electronic procurement portal (e-Bid).
- Daily Journal of Commerce (“DJC”).
- Notify Business Resource Providers of opportunities.
- National Association of Minority Contractors (“NAMC”) and other appropriate associations .
- Personal communications with WMBEs who have worked and who have worked with the City of Seattle before.

Deliverables to City: Outreach monthly activity log

Capacity-Building and Technical Assistance Program

CONTRACTOR will create a robust capacity-building and technical assistance program to help WMBEs successfully bid on and perform work packages, all of which will include the elements listed below.

Alternatively, the City reserves the right to require CONTRACTOR to participate in the City’s Mentorship program.

- **Assessment**—CONTRACTOR will create a consultant approach, to offer any WMBE firm coaching, mentoring and counseling about preparing for the project. This includes offering up to 5 free hours to any WMBE firm requesting assistance, with an expert that can guide the WMBE through how to

bid, opportunities, resolving issues and concerns, and guiding the WMBE through the bidding and/or contract performance process.

- **Individual Business Development Plan (IBDP)**—CONTRACTOR will offer to help develop an IBDP for each WMBE and identify how our team and various Business Resource Providers can work with the WMBE to fulfill the plan.
- **Open Communication**—Facilitate authentic communication among all concerned so that issues can be raised and addressed before they become problems and disputes and to enhance the potential for positive outcomes.
- **Scheduling**—CONTRACTOR will hold planning meetings with WMBEs to assist them in understanding the project schedule and to collect input about how they perceive the flow and time demands of the work.
- **Safety**—Provide safety program to subcontractors as a basis for their project-specific safety plans. Review their safety plans and offer training to assist WMBEs in building their safety programs.
- **Resource Sharing**—Provide opportunities to share our equipment such as cranes, forklifts, etc. CONTRACTOR will look for opportunities to engage in resource sharing for any professional service providers and vendors.
- **Cash Flow**—Work with subcontractors to maximize cash flow throughout the project on a case-by-case basis.
- **Contract Administration**—CONTRACTOR will hold group sessions and one-on-one coaching to help subcontractors navigate contract paperwork. These orientations are held several times each year and at project closeout.

Deliverables to City: Monthly log of technical assistance

Communications

Surveys—Conduct quarterly surveys of subcontractors to gauge success of Inclusion Plan progress. We will provide the results to the City of Seattle, CPCS.

Progress Meetings—Have a standard agenda item to discuss the WMBE program at regular progress meetings. A separate follow-up meeting may be required.

Deliverables to the City:

- Monthly Report of Amounts Paid to WMBEs.
- Notes from Progress Meetings about Diversity Topics and any related attachments.

Compliance and Monitoring

CONTRACTOR will collect and report data about WMBE utilization and workforce diversity. A monthly progress report will be delivered at each monthly meeting. CONTRACTOR will also monitor the qualitative impacts of the inclusion program by conducting surveys, discussing WMBE issues at progress meetings, and keeping a close eye on cash flow and costs to complete. This help will help the CONTRACTOR to monitor how to cost effectively support smaller trading partners.

If a WMBE under subcontract lowered-tiered subcontractor, including our major mechanical or electrical subs, cannot perform a designated work package, the CONTRACTOR endeavor to have that scope transferred to another WMBE already working on the project or recruit a new WMBE to perform the remaining scope of work.

Social Equity Reporting

- a. Payments made to WMBEs, at all tiers, in the following ways
 - i. PDF or
 - ii. On an Excel spreadsheet

Deliverables: Subcontractor payments.

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.	
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
Quarterly Survey Results	Quarterly

Attachment 2 to Exhibit G City of Seattle Inclusion Plan



City of Seattle
City Purchasing and Contracting Services (CPCS)

Inclusion Plan Construction – Public Works

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

For questions or assistance contact:

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

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

Aspirational WMBE GOALS. Total available score: 6 points.

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

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



City of Seattle
City Purchasing and Contracting Services (CPCS)

Inclusion Plan
Construction – Public Works

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

For questions or assistance contact:

- Miguel Beltran, City Contract Compliance Manager, 206-684-4525
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Bidder Company Name	
Public Works Number	
Project Title	
Name of person authorized to speak on behalf of the company regarding this Plan	
Email	
Phone	

Aspirational WMBE GOALS. Total available score: 6 points.

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

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

BUSINESS SUPPORT STRATEGIES. Total available score: 4 points

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

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

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

WMBE GUARANTEES. Total available score: 6 points.

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

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

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

Carefully review all instructions. All Bidders must complete this form. The City public works 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 the City project. There are 3 options for evidencing good faith efforts. Each option is worth points which can vary depending on information supplied by the Bidder. There is a maximum of 16 points available. The Bidder must earn at least 10 points. Bidders that earn less than 10 points will be found non-responsive and the Bid will be rejected. This Inclusion Plan becomes a material part of the Bidder's contract if the project is awarded to Bidder.

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

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

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

1. INSTRUCTIONS

- a. All Bidders (including WMBE Primes) must complete and submit this form as part of the Bid for City design-bid-build public works project having an Engineer's Estimate of \$300,000 or greater, unless the City expressly instructs otherwise in the bid package.
- b. There are three commitments Bidders can use to establish an Inclusion Plan – Aspirational WMBE Goals, Business Support Strategies, and WMBE Guarantees:
 1. Aspirational WMBE Goals are goals Bidder believes can be achieved by good faith efforts. This option is worth a maximum of 6 points;
 2. Business Support Strategies are those the Bidder commits to employ for qualified firms. This option is worth a maximum of 4 points;
 3. WMBE Guarantees identify WMBE firms the Bidder guarantees to contract with for this project, with agreement reached about the work and pricing for the WMBE scope, including any terms and conditions important to the WMBE for their performance. This option is worth a maximum of 6 points.
- c. Work performed by a WMBE must be commercially useful and a distinct element of work that includes managing and supervising the work. The Contractor should evaluate the amount of work subcontracted, industry practices, and other relevant factors to determine whether the work is commercially useful.
- d. A Bidder scored less than 10 points will be deemed non-responsive. See Scoring section below.
- e. All dollars cited shall exclude sales tax (including references to the Total Bid Cost and estimates made by Prime when completing this form).

2. SCORING INSTRUCTIONS

- a. The percentage of WMBE utilization on past City projects is used to evaluate the Bidder's Plan.
- b. The Prime Contractor will determine Performance Goals for each bid package based upon what the GCCM determines to be the predominant nature of the work and subject to City's approval. If the project materially differs from scopes below, the Prime Contractor may calculate a unique measure and submit to the City for approval.
- c. The Performance Goal for this bid package is XX%.
- d. The project type and percentage of Performance Goal will be stated in the advertisement for bids and bid documents
- e. In addition to the Past Performance, scoring also recognizes an intent to exceed past performance by at least 2 percentage points above past performance.
- f. If past utilization for a project type was zero, an Aspirational Goal above two percent will receive 6 points. Bidder must still identify Business Support Strategies and Guarantees it is willing to employ and will be scored accordingly.

- g. Points awarded for WMBE Guarantees will be calculated based upon total available work for subcontract given past performance. This section can be awarded as many as 6 points.
- h. When calculations are used to evaluate the points, the City will calculate points to the nearest tenth decimal place. The City will round up to the nearest tenth.

3. ASPIRATIONAL WMBE GOAL INSTRUCTIONS

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

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

Where P_A = Points awarded for Bidder's Aspiration Goal

A = Bidder's Aspiration Goal (%)

P = Applicable Past Performance Trend (%)

4. BUSINESS SUPPORT STRATEGIES INSTRUCTIONS

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

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

5. WMBE GUARANTEE INSTRUCTIONS

- a. This guarantees the 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 Contractor or the City may contact the WMBE firm or Contractor after Bid opening to verify the firm has agreement to perform work as described in the plan. Failure to have agreement may result in rejection of the Inclusion Plan, rendering the Bid non-responsive.

- d. A bidder will receive between 0 and 6 points for WMBE Guarantees, receiving a proportional number of points based on a straight line formula to Past Performance. A bidder will receive 3 points if the dollar-value of the Guarantees equals half of the Past Performance percentage. Six points are awarded if the Bidder commitments meet or exceed Past Performance.

$$P_G = 6 G / P$$

Where P_G = Points awarded for Bidder's Guaranteed Goal

G = Bidder's Guaranteed WMBE Goal (%)

P = Applicable Past Performance Trend (%)

- e. A WMBE bidder may only include self-performed work above 30%. This is based on the self-performance minimum required by the City Specifications Section 1-08.1(3).
- f. Substitution of a Guaranteed WMBE firm is prohibited absent a waiver granted by the CPCS as a result of:
1. Bankruptcy of the WMBE firm;
 2. Failure of the WMBE firm to provide the required bond;
 3. The WMBE firm cannot perform the work because they are debarred, not properly licensed, does not meet the subcontractor approval criteria, or in some other way is ineligible to work;
 4. Failure of the Subcontractor to comply with a requirement of law applicable to subcontracting;
 5. Death or disability of the principal of the WMBE firm rendering it unable to perform the work;
 6. Dissolution of the WMBE firm;
 7. Failure of the WMBE firm to perform satisfactorily in previous projects not known to Bidder at the time of bid;
 8. Failure or refusal of the WMBE to perform work for reasons other than contract term or pricing disputes;
 9. A change in scope of the contract 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 Contractor may discuss the Plan with the Apparent Successful Bidder before incorporating into the contract and may amend the Plan by mutual consent.
- b. Prime Contractor reserves the right to require a completed WMBE Inclusion Plan Supplement as a condition for contract execution if no WMBE guarantees are provided in order to demonstrate results of good faith efforts.
- c. The Contractor must provide reports and documents as required by Contractor within 15 days.
- d. CPCS 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 the Prime Contractor and CPCS. 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 the Prime Contractor determines the Contractor is not making good faith efforts, it may take action as allowed by their contract.
- g. The City will evaluate the WMBE utilization at close-out and may assign a Deficiency rating for failure to demonstrate good faith efforts. Deficient ratings are used by the City to determine Bidder responsibility on future work and debarment. To avoid a deficiency rating, the Contractor must demonstrate:
 1. A good faith effort to achieve Aspirational goals. Attainment under 80% of the goal will likely be considered deficient;
 2. Timely submittal of required and requested materials and reports to CPCS;
 3. Having advance agreements with each WMBE Guarantee, such that the WMBE understands and agrees that the WMBE Guarantee represents mutual agreement at time of the bid submittal;

4. Using all “WMBE Guarantees” named in the Inclusion Plan, unless Prime received written authorization from CPCS for substitution;
5. WMBE relationships are harmonious, clearly communicated and free of undue dispute;
and
6. WMBE work was commercially useful as defined above.

Attachment 3 to Exhibit G

CITY OF SEATTLE
City Purchasing and Contracting Services



COMMUNITY WORKFORCE AGREEMENT

April 8, 2015

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. SMC refers to that as a Project Labor Agreement; for consistency with other regional agreements of a similar nature, this agreement is termed and referred to throughout this agreement as a Community Workforce Agreement (CWA).

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- 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 craft or trade 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. 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, 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 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 annual September adjustment. Such wage increases shall be made effective the first full payroll period following the effective date. Wages shall be paid weekly on an established payday before quitting time. Workers who quit shall be paid on the next regular pay day by mail to their last known address unless such workers give adequate notice to do otherwise.

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

Section 3. The Contractor will furnish appropriate trust documents and signed letters of assent, to the Union that is covering the funds into which contributions shall be made. The Contractor will contribute to, and hereby becomes party to and is bound by bona

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

Section 3. Overtime: All hours worked in excess of eight (8) hours per day, forty (40) hours per week, 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: Shifts may be established for some or all crews when considered necessary by the Contractor or as directed by the City project contract. When three (3) shifts are worked, the first, or day shift shall be established on an eight (8) hour basis,

the second shift shall be established on a seven and one-half (7 ½) hour basis and the third shift shall be established on a seven (7) hour basis. The pay for the second and third shifts shall be the equivalent of eight (8) hours pay at the employee's regular hourly rate. When shift work is established, it must continue for a minimum of five consecutive days on a schedule of 8 hours a day 5 days a week. If only two shifts are to be worked, each shift will work eight (8) hours for eight (8) hours pay. In any shift change 2 business days' notice to the affected union shall be provided. There shall be no split shifts. Other shift provisions may be established by mutual consent of the parties.

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 two (2) hours pay. Any worker who reports for work and for whom work is provided, shall be paid for actual time worked but not less than four (4) hours. If the job is shut down because of adverse conditions that prevent work and are beyond the control of the Contractor, workers shall be paid for actual time worked but not less than two (2) hours. Procedures for the Contractor to use to cancel work shall be agreed upon at the pre-job conference.

ARTICLE V UNION RECOGNITION

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

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

Section 3. No worker shall be required to become a member of a Union to be eligible for employment under this CWA. No Contractor shall be required to become affiliated with the Union to be eligible for work under this CWA.

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

Section 5. Union representatives shall have reasonable access to 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 6. The Business Representative(s) for each of the local Unions signatory hereto shall have the right to designate for each shift worked with each Contractor one (1) working journey-level worker as Steward for all related craft personnel, who shall be recognized as a Union representative. Such designated Stewards shall be qualified workers assigned to a crew and shall perform the work of their craft. Under no circumstances, shall there be a non-working Steward on the job.

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

Section 8. Steward(s) for each craft of the Unions employed on 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 9. The employee selected as Steward shall remain on the job if there is work within their craft for which they are qualified, willing and able to perform. The Contractor shall be notified in writing of the selection of each Steward. The Contractor shall give

the Unions prior written notice before discharging a Steward.

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

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

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

ARTICLE VI MANAGEMENT'S RIGHTS

Section 1. Contractors retain full and exclusive authority for management of their operations. Except as limited by this CWA, Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of workers. Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices except when in conflict with provisions in the 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 2 business days, the Contractor shall request a referral from the City Job and Training Coordinator. If the City is unable to refer a worker that can satisfy the request, the City, Union and Contractors shall make any other reasonable efforts to comply with priority hire requirements and goals as practicable given the needs of the work to be performed.

Section 6. 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 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 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 or discuss the dispute within 3 business days after such notice. Each party may keep meeting minutes and send a copy to the other. If the discussion does not resolve the issue, either party may escalate the grievance to Step 2.

Step 2. To escalate the grievance into Step 2, the Union may, within two (2) business days after the discussion, send a written notice to the Contractor setting forth the alleged violation(s), providing a description, the date on which the violation(s) provoking the grievance occurred, and the provisions of the CWA that are alleged to have been violated. The Union will send a copy to the 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 American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association 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. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council 2 weeks prior to commencing work. The Prime Contractor and the City will be advised in advance of all such conferences and may participate if they wish.

After attending a pre-job conference once, Contractors may submit a waiver request to the City, waiving the requirement to attend future pre-job meetings when they are performing the same scope of work (see Pre-job Package and Pre-Job Waiver forms in Attachment C). The City and Unions will mutually agree upon granting any such waivers.

Should an emergency make it impracticable for a Contractor to attend a pre-job two weeks prior to placement, the Contractor may give less than two 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 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 parties seek 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.

The non-signatory contractor may bring as many as five core workers onto the Covered Project for each contract accordingly.

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.

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.”

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

The Union shall prioritize dispatch of Priority Workers who are residents of Seattle ZIP codes first, and then dispatch Priority Workers from ZIP codes in King County, and then Priority Workers from any other economically distressed ZIP code (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 women and people of color in a manner that best supports the aspirational goals 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.

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 WSTAC apprenticeship programs that allow qualified preferred entry applicants into their programs.

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 on the Covered Project is from a recognized Pre-Apprenticeship program. Such programs include the Apprenticeship and Non-Traditional Employment Program for Women (ANEW), YouthBuild, Helmets to Hard Hats or other mutually agreed-upon programs that serve people living in economically distressed ZIP codes, people of color, women and/or veterans. The list of such programs may be updated by mutual agreement between the City and the Seattle Building and Construction Trades Council.

Section 4. The Unions and Prime Contractor agree to ensure hiring of Preferred Entry apprentices during the early start of work on the Covered Projects. The City, Unions and Contractors recognize Preferred Entry Apprentices that are still completing their first 1500 hours of employment.

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:

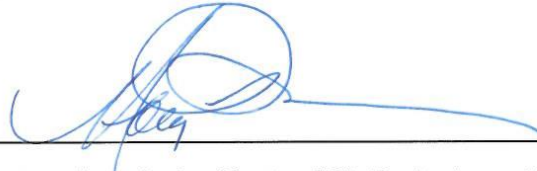
1. Referral Procedures

[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: Nancy Locke, Director of City Purchasing and Contracting Services

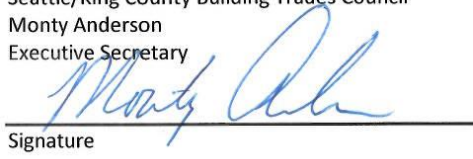
Date: 4-8-2015

Washington State Building Trades Council
Lee Newgent
Executive Secretary


Signature

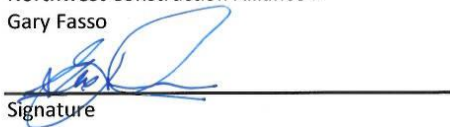
Date

Seattle/King County Building Trades Council
Monty Anderson
Executive Secretary


Signature

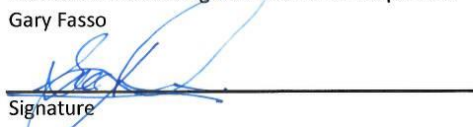
Date

Northwest Construction Alliance II
Gary Fasso


Signature


Date

Pacific Northwest Regional Council of Carpenters
Gary Fasso


Signature

Date

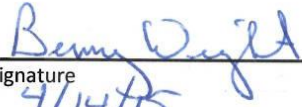
International Union of Operating Engineers Local
302
Ron Dahl
Business Representative



Signature
5-1-15

Date

BAC Pacific Northwest ADC
Dave Sheppard
Director



Signature
4/14/15

Date

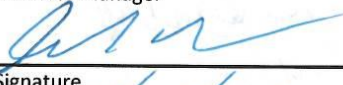
Boilermakers Local 502
Tracey Eixenberger
Business Manager



Signature
5-1-15

Date

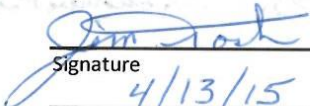
Cement Masons Local 528
John Kearns
Business Manager



Signature
4/14/15

Date


Electrical Workers Local 46
Jim Tosh
Business Manager



Signature
4/13/15

Date

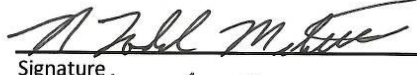
Elevator Constructors Local 19
Don Felton
Business Manager



Signature
5/5/15

Date


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



Signature
4/28/15

Date


Iron Workers Local 86
Jeff Glockner
Business Manager



Signature
4-14-15

Date


IUPAT District Council 5
Denis Sullivan
Business Manager



Signature
4/24/2015

Date

Laborers Local 242
Dale Cannon
Business Manager

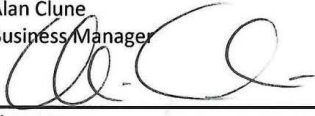


Signature
4-28-15

Date

Laborers Local 440

Alan Clune
Business Manager



Signature
4-21-15

Date

Plumbers & Pipefitters Local 32

Jeff Owen
Business Manager

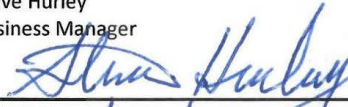


Signature
4/24/15

Date

Roofers Local 54

Steve Hurley
Business Manager



Signature
4/14/15

Date

Sheet Metal Local 66

Tim Carter
Business Manager

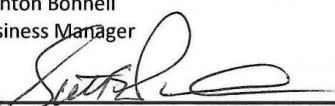


Signature
4-25-16

Date

Sprinkler Fitters Local 699

Stanton Bonnell
Business Manager



Signature
4-14-15

Date

Teamsters Local 174

Rick Hicks
Secretary Treasurer



Signature
4/28/15

Date

ATTACHMENT A

**City of Seattle
Community Workforce Agreement (CWA)
Letter of Assent**

CONTRACTOR/SUBCONTRACTOR AGREEMENT TO BE BOUND

Public Works Contract Number: _____

Public Works Contract Name: _____

Business Name of Contractor/Subcontractor:

Contractor/Subcontractor has been awarded construction work within the scope of the City of Seattle's CWA and hereby agrees to be bound by all its terms and conditions.

Signature **Date**

Printed Name

Title

ATTACHMENT B



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, 41st Floor

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



PCMIA

*America's Oldest Building and Construction Trades
International Union, Established 1864*

Cement Masons & Plasterers Local 528

MEMORANDUM OF UNDERSTANDING CEMENT MASON PROVISIONS

Community Workforce Agreement City of Seattle

Because of the unique nature of the Cement Mason work, the following provisions have been included for application to Cement Masons only:

- A. **Start of Pour:** The Cement Mason crew must be on the job at the start of the shift in which finishing will be required and assist with the pour on slab work or work preparatory to concrete finishing coming within the jurisdiction of the Cement Masons.
- B. **Multiple Shift Operation:** There will be no shift operation on slab work except by mutual agreement. Shifts may be established when considered necessary by the employer.
- C. **Shifts and Hours of Work:** If a four/ten hour shift is established at the straight time rate, any Cement Mason dispatched for a one day pour will be paid at the eight (8) hour straight time plus two (2) hour overtime rate.
- D. **Reporting and Minimum Hours Pay:**
 - 1. Employees reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive four (4) hours at the regular straight-time hourly rate.
 - 2. When the shift is started, four (4) hours shall be allowed. If the second half is started, then a whole shift shall be allowed, unless an employee leaves of his own volition or is discharged for cause. In such event, he shall be paid for actual time worked.
- E. **Work Hours Shall Be Uniform for ALL CRAFTS**

For the Union: OPCMIA Local 528

For: _____
PROJECT OWNER

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

DATE

DATE

6362 Sixth Avenue South * Seattle, WA 98108 * (206) 441-9386 * Fax (206) 441-9018 * opcmialocal528.org



City of Seattle
Subcontractor Name: _____

Pre-Job Conference Package

This package helps contractors understand the forms and requirements for the Pre-Job Conference, which is a required meeting under the City of Seattle Community Workforce Agreement (CWA). The CWA requires the following of every contractor.

1. The prime contractor must achieve workforce requirements for the project and relies on subcontractors to help fulfill those requirements. This includes a minimum share of hours performed by each of the following:
 - residents from certain Seattle and King County zip codes
 - women
 - people of color
 - graduates of registered pre-apprentice programs
 - apprentices
2. Every contractor signs a letter (included in the attached pre-job package) agreeing to work under the CWA.
3. Every prime contractor and subcontractor attends a Pre-Job Conference at least two weeks prior to their work on the job-site. A Pre-job Package is submitted to the prime contractor prior to that meeting. Unless granted a waiver, the contractor re-appears at another Pre-Job Conference prior to any other work on the project. The request for such a waiver can be obtained [here](#) and will only be considered when the same scope of work is being repeated.
4. Every prime attends a monthly Joint Administrative Committee.

Tuesday Pre-Job Conference

Standing Meeting Every Tuesday @ 10am
Seattle Building & Construction Trades Council Office
14675 Interurban Ave. S., Auditorium 2, Tukwila, WA 98168

Who attends:

- Contractors of any tier scheduled to work onsite
- City of Seattle staff
- Labor Union representatives

Agenda:

- City staff explains the CWA and documentation required from all attending contractors
- Each contractor and subcontractor presents their Pre-Job Package, explains their contract scope, and answers questions
- Contractors request clarification or guidance from the city or unions
- Attendees discuss jobsite conditions and proposed trade assignments

Prime (includes primes known as the GCCM) brings:

- Contract information including the project scope and job site address
- List of planned and working subcontractors
- Job site conditions such as start/stop times, safety plan, parking, water and restroom access

Next Steps:

Contractors announce their trade assignments within one week after their Pre-Job Conference and send an email to City Purchasing and Contracting Services (CPCS) Labor Equity Program (laborequity@seattle.gov). Any Union may challenge the craft assignments up to one week thereafter.



Pre-Job Conference Form – Last updated 5/20/15

Page 1 of 9

City of Seattle
Subcontractor Name: _____

PRE-JOB PACKAGE

Email this package to your Prime no later than Thursday before your Pre-Job Conference

Subcontractor Name	
Subcontractor License#	
Pre-Job Meeting Date:	Time: 10:00 AM
Location: Seattle Building & Construction Trades, Tukwila 14675 Interurban Ave. S., Auditorium 2, Tukwila, WA 98168	Women and Minority Business (WMBE): <input type="checkbox"/> Yes <input type="checkbox"/> No www.seattle.gov/purchasing/wmbe.htm .
Prime Contractor:	Hiring Contractor (if any):
City of Seattle Contract #:	Hiring Contractor License #:

Subcontract Detail

Contact Name	
Contact Phone	
Subcontractor Address	
Current Union Agreements	
Contract Sub-package Name/Identifier	
Subcontract Dollar Amount	
Approximate Start Date	
Approximate Completion Date	
Job Site Location	
Job Superintendent	
Job Site Phone	
Craft Hiring Rep	
Project Manager	
Shifts	
Payday(s)	
Date Pay Period Ends	



City of Seattle
Subcontractor Name: _____

First Aid Provider Hospital	
Worker Parking Provisions <i>Review requirements in CWA Article II Section 1</i>	
Drinking Water Provided by	<input checked="" type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Subcontractors
Sanitation Facilities Provided by	<input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractors
Number of Workers & Crafts Expected	
Scope of Work for subcontract, (Including prefabrication in Washington State)	

DRAFT

City of Seattle
Subcontractor Name: _____

CWA – Proposed Trade Assignment

All workers, including core workers, must be dispatched through the appropriate union hall.

Please list trade assignments by craft in the table below. Describe the scope of work for each. List each piece of equipment planned for use by craft. Include all “tools of the trade” or part-time use of equipment. If more space is needed, attach additional sheets.

Craft	Scope	Equipment/Tools



City of Seattle
Subcontractor Name: _____

Project Craft Demand List

List the number of workers per craft for both the peak and average number of workers.

Craft	Peak	Average
Asbestos Workers		
Boiler Makers		
Brick Layers		
Carpenters		
Cement Masons		
Electrical Workers (Inside Wiremen)		
Electrical Workers (Outside Wiremen)		
Elevator Constructors		
Glaziers		
Insulators		
Iron Workers (Structural/Rebar)		
Iron Workers (Ornamental/Architectural)		
Laborers		
Millwrights		
Operating Engineers		
Painters		
Pile Drivers		
Plumbers & Pipefitters		
Plasterers		
Roofers		
Teamsters		



City of Seattle
Subcontractor Name: _____

Project Staff

Project Manager:	
Office Contact#	
Cell Contact#	
Email Address	
Office Contact:	
Office Phone	
Cell Phone	
Email Address	
Superintendent:	
Office Phone	
Cell Phone	
Email Address	
Safety Representative:	
Office Phone	
Cell Phone	
Email Address	
Drug Test Coordinator:	
Office Phone	
Cell Phone	
Email Address	

City of Seattle
Subcontractor Name: _____

Open-Shop Core Worker List

Open Shop Contractors without a collective bargaining agreement with Unions signatory to the City CWA may employ up to 5 of their own core workers, with possible exceptions that must be discussed with Union Representatives. A core worker is an employee that meets all the following (CWA Article IX Section 2):

- Worked on the (sub)contractor payroll at least 1500 hours within the craft classification during the last two years prior to the date of dispatch for this project
- Been on (sub)contractors active payroll for at least 60 of 90 calendar days prior to (sub)contract execution
- Meets journey level qualifications for the craft they are performing
- Holds all required licenses and certifications for the craft

Core workers include working foremen, lead (journeymen), working City-operators and apprentices, and are not supervisory, management or non-working non-signatory contractors.

Core workers must place their name with the respective union hall dispatch prior to work.

CORE WORKER LIST:

Employee Name	Classification	Hire Date	Has worker been on payroll 1500 hours in the last 2 years?	Has worker been on active payroll 60 out of the last 90 calendar days?
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Your signature verifies the information above is accurate. If information is a knowing misrepresentation of facts, (sub)contractor could be subject to breach and/or removal from the project.

Name: _____ Email/Phone: _____



City of Seattle
Subcontractor Name: _____

Signature: _____

Community Workforce Agreement Letter of Assent

CONTRACTOR/SUBCONTRACTOR AGREEMENT TO BE BOUND

Public Works Contract Number: _____

Public Works Contract Name: _____

Business Name of Contractor/Subcontractor:

Contractor/Subcontractor has been awarded construction work within the scope of the City of Seattle's CWA and hereby agrees to be bound by all its terms and conditions.

Signature **Date**

Printed Name

Title



City of Seattle
Subcontractor Name: _____

Site Specific Safety Plan

Please attach a Site Specific Plan (either copied and pasted here or in a separate document).

The (sub)contractor is responsible for providing and maintaining personal protective equipment (PPE) per WAC 296. The (sub)contractor must provide a robust replacement schedule for such PPE, which is subject to pre-job discussion. Safety rules shall be posted at the job site and uniformly enforced. (CWA Article II Section 2)

DRAFT



City of Seattle
Subcontractor Name: _____

Request for Pre-Job Conference Waiver

(Sub)contractors who have already attended a pre-job conference for the same scope of work, may request a waiver from attending another pre-job conference. Complete and submit this form to the prime contractor. Work may only begin if the waiver is approved by the Building and Construction Trades Council.

New scope of work? **Yes** **No**
New contract? **Yes** **No**

(Sub)contractor Name: _____ Sub to: _____

Contract #: _____ Project Name: _____

Describe the scope of work to be performed:

Specify proposed trade assignments and list craft unions and Local #:

List other project contracts you have performed under the City CWA. List and describe any jurisdictional, dispatch, grievance, and/or CWA compliance disputes.

CONTRACT#	DISPUTE DESCRIPTION
_____	_____
_____	_____
_____	_____

(Sub)contractor requests a waiver from the Pre-job Conference. The (sub)contractor agrees that the Building and Construction Trades Council and affiliated local union members retain their CWA to deny this waiver request and to challenge any proposed trade assignment.

Signed: _____ Title: _____ Date: _____

Reviewed by: Seattle/King County Building Trades Council Initials: ____ Date _____ Approved: __Yes__ No





City of Seattle
Edward B. Murray, Mayor

Finance and Administrative Services
Fred Podesta, Director

April 21, 2016

Monty Anderson, Executive Secretary
Seattle/King County Building and Construction
Trades Council, AFL-CIO
14675 Interurban Ave S, Suite 101
Tukwila, WA 98168

Re: Letter of Understanding
Article XI

Dear Mr. Anderson,

This letter is intended to clarify the intent of Article XI, Section 1 of the Community Workforce Agreement (CWA). The provision shall now be clarified to read:

“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).”

Should you have any questions regarding this clarification, please feel free to contact Anna Pavlik, Labor Equity Program Manager.

Sincerely,

Nancy Locke
Director of City Purchasing and Contracting Services

Nancy Locke, Director
Department of Finance and Administrative Services
700 Fifth Avenue, Suite 4112, 41st Floor
P.O. Box 94687
Seattle, Washington 98124-4687

Tel (206) 684-0444
Fax (206) 233-5155
Hearing Impaired use the Washington Relay Service (7-1-1)
<http://www.seattle.gov/FAS>

ATTACHMENT F

City of Seattle Community Workforce Agreement
Seattle Building Trades/City of Seattle
Memorandum of Understanding

This memorandum of understanding will confirm the votes taken by the Joint Administrative Committee (JAC) on August 30, 2016 and January 24, 2017 concerning ARTICLE XV (PREFERRED ENTRY) Section 3.

The JAC voted to update the list of WSATC recognized Pre-Apprenticeship programs to include King County Pre-Apprenticeship Construction Education (KC PACE), Ironworkers Pre-Apprenticeship Program, TERO Vocational Training Center (TVTC), Seattle Vocational Institute – Pre-Apprenticeship Construction Training (PACT), and the Trades Related Apprenticeship Coaching Program (TRAC).



City of Seattle



Seattle Building Trades