

EXHIBIT N

PROJECT LABOR AGREEMENT

Project: Earthquake Ready Burnside Bridge

Multnomah County, Oregon

THIS PROJECT LABOR AGREEMENT, PROJECT: EARTHQUAKE READY BURNSIDE BRIDGE ("PLA"), effective as of the date signed by Owner below ("Effective Date"), establishes the rights and responsibilities of the parties signatory hereto with respect to the performance of Construction Work (as defined herein) on Owner's Earthquake Ready Burnside Bridge Project, Solicitation No. _____ ("Project"), and is entered into by and between Multnomah County, an Oregon political subdivision ("Owner"), the Pacific Northwest Regional Council of Carpenters ("PNWRCC"), the Columbia Pacific Building Trades Council ("Trades Council"), and the unions signatory to this PLA ("Union" or "Unions") (each of the foregoing a "Party" and collectively the "Parties"). Owner's Prime Contractor for the Project and each of its subcontractors at every tier awarded Construction Work ("Subcontractor" or "Subcontractor") shall acquire rights and responsibilities under this PLA through execution of Letters of Assent as set forth herein.

NOW THEREFORE, in consideration of the representations, covenants and warranties exchanged herein, the Parties DO HEREBY FURTHER AGREE AS FOLLOWS:

ARTICLE 1 INTENT AND PURPOSES

1.1 It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining the fullest benefit of those public works construction projects undertaken by Owner, including: providing equitable and safe opportunities to work on the Project; achieving timely and economical completion of the Project by encouraging productive and efficient construction operations; establishing a spirit of harmony and cooperation among the Parties; and providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays or other disruptions to the prosecution of the Construction Work.

1.2 Except as otherwise set forth herein, the provisions of this PLA shall apply to the Prime Contractor and every Subcontractor. As a condition of the award of the contract for performance of work on the Project, the Prime Contractor and each Subcontractor shall be required to sign a "Letter of Assent," in the form attached hereto as Attachment A, prior to commencing Construction Work. Upon their signing the Letter of Assent, the Prime Contractor and Subcontractors shall thereafter be deemed a Party to this PLA. No Party shall contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract for the performance of Construction Work for the Project to any person, firm, company or entity that does not agree in writing to become bound by the terms of this PLA prior to commencing such work. The Prime Contractor and each Subcontractor shall ensure that each subcontractor that is awarded Construction Work executes the Letter of Assent prior to commencing Construction Work, unless exempted pursuant to this PLA. The Prime Contractor and each Subcontractor may perform Construction Work without regard to whether the Prime Contractor or Subcontractor performs work at other sites on either a union or non-union basis. This PLA shall not apply to any work of any Prime Contractor or Subcontractor other than the Construction Work. Neither the Prime Contractor nor any Subcontractor shall be required to become

signatory to a Master Labor Agreement as a condition or result of executing a Letter of Assent or performing Construction Work.

- (a) "Prime Contract" means the construction services contract awarded by Owner for construction of the Project.
- (b) "Prime Contractor" means a business entity that: (a) enters into the Prime Contract with Owner for construction of the Project; and (b) acquires rights and responsibilities under this PLA via execution of the Prime Contract and the Letter of Assent set forth in Attachment A.
- (c) "Subcontractor" means a business entity that: (a) enters into a contract at any tier for performance of Construction Work in furtherance of and subject to a Prime Contract; and (b) acquires rights and responsibilities under this PLA through such contract and via execution of the Letter of Assent set forth in Attachment A.

1.3 The parties hereto also agree that this PLA shall be applicable solely with respect to this Project, and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.

1.4 In the event of a variance or conflict, whether explicit or implicit, between the terms and conditions of this PLA and the provisions of any other applicable national, area, or local collective bargaining agreement (also referred to herein as a "Master Labor Agreement"), the terms and conditions of this PLA shall supersede and control. For any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors, and for any instrument calibration work and loop checking performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the preceding sentence shall apply only with respect to Articles 1, 2, 6, 7, and 8.

1.5 In the event that the applicable collective bargaining agreement between the Prime Contractor and the Union or between a Subcontractor and the Union expires prior to the completion of this Project, it is specifically agreed that there shall be no occurrence of any activity prohibited under Article 8 of this PLA.

1.6 Binding Effect on Parties. This PLA shall only be binding on the Parties, Prime Contractors, and Subcontractors on Covered Projects to the extent set forth herein, and shall not apply to the parents, affiliates or subsidiaries the Parties or Prime Contractors and Subcontractors, or to any other projects.

ARTICLE 2 APPLICABILITY; COMMITMENTS

2.1 The term "Construction Work" as used herein shall include all "construction, prosecution, completion, or repair" work performed by a "laborer or mechanic" at the "site of the work" for the purpose of "building" the specific structures and improvements that constitute the Project. Terms appearing within quotation marks in the preceding sentence shall have the meaning ascribed to them pursuant to 29 CFR Part 5.

- (a) Fabrication. Further, the term "Construction Work" includes that work performed at temporary facilities, such as fabrication yards and/or assembly plants located at or adjacent to the Project site, which are integrated with and set up for the purpose of servicing the Project rather than to serve the public generally and are determined by

appropriate governmental authorities to be subject to payment of prevailing wages in connection with the Project.

(b) Exclusions. Exclusions from all or some (as set forth below in this Section 2.1(b)) provisions of this PLA include the following types of work, material suppliers, and categories of employers, trades and employees:

(1) Outside Scope. Construction work outside the scope of the construction contract for the Project.

(2) Material Suppliers. Material suppliers retained by the Prime Contractor or a Subcontractor for the Project and off-site manufacture of materials, equipment and machinery.

(3) Funding Requirements. This PLA only governs construction of the Project and shall be subordinate to any and all stipulated requirements in the relevant statutes enabling funding or financing of the Project.

(4) Non-Performing Personnel. Construction-related personnel not directly performing public work within the BOLI Prevailing Wage Scopes, including but not limited to: executives, superintendents, supervisors, assistant supervisors, any employee classified as salaried General Foreman and above; technical employees including, but not limited to architects, engineers, staff engineers, and inspectors; mail carriers, messengers, delivery couriers; clerks, timekeepers, office workers; security guards; emergency medical and first aid technicians; and other professional, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees. If such employees at any time perform Construction Work on the Project within a BOLI Prevailing Wage Scope or within the scope of a Union's collective bargaining agreement, then this PLA shall apply with regard to that work.

(5) Non-Construction Labor. Work of other non-construction trade labor that may be identified during the course of the Project, including but not limited to:

(A) Artists retained by Owner during the course of the Project and whose work is not within a BOLI Prevailing Wage Scope.

(B) Furniture, fixture and equipment installers retained by the Owners for work to be performed after the Prime Contractor or a Subcontractor has completed construction related work and/or after the Prime Contract substantial completion date.

(C) Employers and their employees directly controlled by the Owner, including construction and non-construction support services contracted by the Owner in connection with the Project separately from the Prime Contractor, and the Owner's "Owner's Representative" for the Project.

(D) All unrepresented employees of the design teams or other consultants of the Owner or the Prime Contractor or any Subcontractor for materials or specialty testing, commissioning, design, and other professional services.

- (E) Employees engaged in any work performed on or near, or leading to or into, the Project site by state, county, city or other governmental bodies, their other retained contractors, or by the public utilities or their contractors, or by other public agencies or their contractors.
 - (F) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's written warranty or guarantee, or the on-site supervision of such work. Any such work shall be identified not less than ten (10) working days prior to and discussed at the relevant pre-job conference, or as soon as the Owner or the Prime Contractor or a Subcontractor is aware of the need to invoke this provision. Upon request from a Union, Owner shall discuss with the vendor whether installation or application may be performed pursuant to terms of this PLA without affecting the status of the warranty. The issue of whether it is necessary to use construction persons of the vendor or other companies to protect the warranty shall be subject to the grievance and arbitration clause of this PLA, regardless of whether the bidding contractor is party to a Letter of Assent to this PLA.
 - (G) Unrepresented employees engaged in maintenance on equipment and machinery and on-site supervision of such work.
 - (H) Unrepresented employees engaged in warranty functions and warranty work, and on-site supervision of such work.
 - (I) Laboratories for specialty testing or inspections.
 - (J) Construction work in support of or related to the Project but for which the prime contract is awarded by another public entity.
- (6) Off-site Fabrication. Offsite fabrication at non-temporary facilities not established specifically for the Project and which have been used for fabrication of other projects within the past year.
- (7) Services Not Within Prevailing Wage Scope; Deliveries. Services provided which are incidental to the Project and do not fit within the classifications and job descriptions that require payment of Prevailing Wage ("Prevailing Wage Scope"), including without limitation Project deliveries of materials, supplies or equipment that are not within a Prevailing Wage Scope.
- (8) Specialty and Proprietary Scopes. Scopes of work as may be determined by a Public Owner as specialty work and may require pre-qualification or may be proprietary. Any such work shall be identified not less than ten (10) working days prior to and discussed at the relevant pre-construction conference, or as soon as the Public Owner or the Prime Contractor or Subcontractor is aware of the need to invoke this provision. Upon request from a Union, the Public Owner shall discuss with the Union whether such scope of work may reasonably be performed pursuant to terms of this PLA, and whether pre-qualification is necessary.
- (9) Winddown. As areas and systems of the Project are inspected and construction is tested by the Prime Contractor and accepted by Owner, this PLA shall not have further force or effect on such items or areas, except when the Prime Contractor is directed by Owner to engage in repairs, modifications, and checkout and/or warranty

functions as required in the prime contract for the Project, unless these tasks are specifically excluded elsewhere in this PLA.

- (10) Owner. Nothing contained herein shall be construed to prohibit or restrict Owner, or its employees, from performing work not covered by this PLA on the Project site.

2.2 Independent Requirements. Nothing in this PLA requires employees to join a Union or pay dues or fees to a Union as a condition of working on the Project. This PLA is not, however, intended to supersede independent requirements in applicable local Union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing Construction Work.

2.3 The Prime Contractor and each of its Subcontractors retains and shall be permitted to exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this PLA or by the terms and conditions of a collective bargaining agreement to which the Prime Contractor or Subcontractor is signatory.

2.4 Except to the extent contrary to an express provision of the relevant collective bargaining agreement, equipment or materials used in the Project may be pre-assembled or pre-fabricated, and there shall be no refusal by the Union to handle, transport, install, or connect such equipment or materials. Equipment or materials delivered to the jobsite will be unloaded and handled promptly without regard to potential jurisdictional disputes; any such disputes shall be handled in accordance with the provisions of this PLA.

2.5 Unions, for their part under this PLA, commit to furnishing qualified and skilled craft persons as required by the Prime Contractor and its Subcontractors in fulfillment of their obligations to complete the Project. In order to promote the long-term development of a skilled and knowledgeable workforce, the Parties are encouraged to utilize apprentices to the maximum extent permitted by law and any applicable collective bargaining agreement.

2.6 Acceptable Worksite Program. The Parties are mutually committed to promoting a safe working environment for all personnel at the jobsite. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations and the Acceptable Worksite Program ("AWP") established for the Project through the Prime Contract. In accordance with the AWP, the Parties shall maintain the Project and the Project site as a harassment-free workplace, including maintaining a welcoming and open environment toward women, people of color, and all protected classes. The Parties shall work collaboratively to implement the AWP and develop strengthened anti-harassment systems, and shall identify quality training systems and programs regarding respectful workplaces and avoidance of harassment and discrimination on job sites. Unions, the Prime Contractor and all Subcontractors shall participate in and comply with, and cause their workers to participate in and comply with, the AWP and all other such Project systems and programs.

2.7 The use or furnishing of alcohol or drugs and the conduct of any other illegal activity at the jobsite is strictly prohibited. The Parties shall take every practical measure consistent with the terms of applicable collective bargaining agreements and federal, state and local law to ensure that the jobsite is free of alcohol and drugs.

2.8 The Parties agree that they shall not discriminate against or harass any employee based on race, creed, color, national origin, Union activity, age, sex, gender, identity/expression, or any state

or federally protected class. Such discrimination and harassment is prohibited by this PLA and constitutes grounds for discipline against employees and contractual remedies against parties that initiate, permit, or facilitate it. It is the duty of each employer performing Construction Work to provide a work environment free from such discrimination and harassment and to impose upon its employees the duty to conduct themselves in a professional and respectful manner void of such discrimination and harassment. It is the duty of Unions and Public Owners to prohibit and avoid discrimination and harassment in all operations related to Covered Projects. Those in leadership, supervisory, or management roles shall be held to a higher standard and must be proactive in creating and maintaining operations free of discrimination and harassment.

2.9 The Parties acknowledge and understand that this Project receives funding from the Federal Highway Administration, through the Oregon Department of Transportation, and as such, among other authorities, 23 CFR Part 230 is applicable to the Prime Contract and to all related construction subcontracts of \$10,000 or more; the provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts. In addition, the Parties acknowledge and understand that Prime Contractor and all subcontractors must comply with the following policies: Form FHWA-1273, the requirements of the Equal Opportunity Clause in 41 CFR 601.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3; Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Parties further acknowledge and understand that the U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627 and that Owner and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

ARTICLE 3 GOALS, REQUIREMENTS, TARGETS

3.1 The Parties acknowledge and agree that a robust and skilled workforce is critical to maintaining a strong and efficient construction industry. Recent, current, and projected demands on the construction industry demonstrate a need to further develop the workforce and the pool of qualified contractors by promoting local and national entry of contractors and individuals into the construction industry and by promoting entry into contracting and the workforce by members of underrepresented communities, such as minorities and women. Such efforts bring the added benefit of diversifying the contracting pool and the workforce resulting in a stronger and safer industry and community overall. To promote all of the aforementioned benefits, the Project is subject to compliance with the authorities cited in Section 2.9 of this PLA and, without limitation, the goals set forth the Prime Contract.

To promote the intentions of this Article 3 and the benefits described herein, the Parties agree to work together to achieve the best possible outcomes with respect to all goals, requirements and targets referenced herein.

ARTICLE 4 ADMINISTRATION OF AGREEMENT

4.1 Owner Authority. The Parties acknowledge and agree that: Owner retains and shall exercise full and exclusive authority for the management of its operations of construction of the Project; Owner

remains the sole judge in determining the competency and qualifications of all firms responding to solicitations; and Owner the absolute right to select any qualified bidder or proposer for the award of the prime contract on the Project, provided that such bidder or proposer shall be willing, ready, and able to execute and comply with this PLA.

4.2 Pre-Job Conference. In order to assure that all Parties have a clear understanding of the PLA and to promote harmony, the Prime Contractor and all Subcontractors performing Construction Work shall have a post-award pre-job conference with each Union representing craft workers the Prime Contractor and Subcontractors intend to employ on the Project not less than thirty (30) calendar days prior to the commencement of performance of work on the Project, or as early as commercially reasonable with respect to any Subcontractor retained by the Prime Contractor fewer than thirty (30) calendar days prior to the commencement of performance of work on the Project. Each such Union shall facilitate such conference with the cooperation of the Prime Contractor. The conference shall address, but not be limited to, workforce, each Parties' contact information for their respective representatives (including name, address, phone number, facsimile number, e-mail), key employees work dates, work hours, Project and/or work rules, employee transportation to and from the Project site, safety, employee absenteeism, lunch, breaks, and craft work assignments. Subcontractors that subcontract out work in their awarded scope shall identify at the pre-job conference the portion of work to be subcontracted and the subcontractor to perform such work; those subcontractors shall be required to sign a Letter of Assent and participate in the pre-job conference. The Prime Contractor shall provide the Trades Council and PNWRCC with the Letters of Assent executed by all Subcontractors at the pre-job conference. For any Subcontractor for which the subcontract and Letter of Assent are executed after that date, the Letter of Assent shall be provided to the Councils not less than ten (10) working days prior to that Subcontractor's commencement of performance of work on the Project. Nothing herein shall be construed to limit the right of the Department to discuss or explain the purpose and intent of this PLA with prospective bidders or other interested parties prior to or following its award of the job.

4.3 Project Advisory Committee. The purpose of Project Advisory Committee ("PAC") is to provide a forum for communications and collective strategizing aimed at advancing the purposes of this PLA, through early identification of compliance challenges, overall guidance and problem-solving, relationship-building, and connecting contractors, Unions, and workers to available resources. Owner shall establish and administer the PAC to advance this purpose, with such administration to include establishing agenda items and requiring attendees to provide records to the PAC upon Owner's request. Except in months where there are no agenda items, the PAC shall convene on a monthly basis.

(a) Membership. The PAC shall be comprised of at least one representative designated from each of the following: Owner; the Trades Council; the PNWRCC; and the Prime Contractor. Owner will invite the following parties to send at least one representative to participate as members of the PAC: National Association of Minority Contractors - Oregon (NAMC-Oregon); Oregon Association of Minority Entrepreneurs (OAME); Professional Business Development Group (PBDG); LatinoBuilt; and FHWA. Collectively, the foregoing parties comprise the "Committee" of the PAC. Additional Committee membership may be determined in Owner's discretion.

(b) Additional Participation. The Prime Contractor shall cause at least one representative of each Subcontractor reasonably associated with an agenda item to attend and participate as requested by the Committee in the meeting of the PAC in which such agenda item will be heard, provided that Owner may waive such obligation on a case-by-case basis

where Owner determines that such participation is not reasonably necessary for resolution of the matter.

- (c) Authority; Voting. The PAC is not a voting body, and has no authority to make binding determinations regarding Project issues. The PAC is authorized to assist in providing guidance with respect to implementation of this PLA as well as fostering informal resolution of disputes, problems, or matters of compliance with this PLA. PAC procedures and actions shall not affect any party's rights under the dispute resolution provisions of this PLA.

ARTICLE 5 GENERAL CONDITIONS

5.1 Non-Union Contractors That Hire Union Referred Employees. Prime Contractors and Subcontractors who are not signatory to a Master Labor Agreement, but who hire Union Referred Employees under this PLA, shall accept the terms and conditions of the applicable Master Labor Agreement, for those Union Referred Employees only. However, such non-union Prime Contractor or Subcontractor is not otherwise bound by any actions, determinations, terms and conditions of any Union agreements with respect to non-union employees.

5.2 [Intentionally omitted].

5.3 Shift work may be established and directed by the Prime Contractor or relevant Subcontractor as reasonably necessary or appropriate to fulfill the terms of the Prime Contract or subcontracts thereunder. If used, shift hours, rates and conditions shall be as provided in the applicable collective bargaining agreement.

5.4 The Parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.

5.5 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.

5.6 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, there shall be no limit on production by workmen, no restrictions on the full use of tools or equipment, and no restrictions on efficient use of labor or techniques of construction other than as may be required by safety regulations.

5.7 The Parties recognize that specialized or unusual equipment may be installed on the Project. In such cases, the Union recognizes the right of the Prime Contractor or Subcontractor to involve the equipment supplier or vendor's personnel in supervising the setting up of the equipment, making modifications and final alignment, and performing similar activities that may be reasonably necessary prior to and during the start-up procedure in order to protect factory warranties. The Prime Contractor or Subcontractor shall notify the Union representatives in advance of any work at the jobsite by such vendor personnel in order to promote a harmonious relationship between the equipment vendor's personnel and other Project employees.

5.8 For the purpose of promoting full and effective implementation of this PLA, authorized Union representatives shall have access to the Project jobsite during scheduled work hours. Such access shall be conditioned upon adherence to all reasonable visitor and security rules of general applicability that may be established for the Project site at the pre-job conference or from time to time thereafter.

5.9 Composite Crews of Craft Workers. The Unions and the Councils, and each of them, recognize and agree that, in order for Prime Contractors and Subcontractors to be competitive and to ensure that craft workers are productively employed throughout their shifts on the Project, Prime Contractors and Subcontractors may utilize craft workers as a composite crew on any task. In performing its work, the composite crew shall be allowed relaxation from strict craft jurisdiction provided the employees from each craft are assigned tasks within their craft's jurisdiction as far as reasonably practical so long as such work assignments have been mutually agreed upon between the respective crafts by way of a pre-job conference not less than ten (10) days prior to the commencement of work for the proposed composite crew. Prime Contractors and Subcontractors shall endeavor in good faith to assign craft workers such that the total number of hours worked by members of each craft is consistent with traditionally recognized craft jurisdictions. The Unions recognize and agree that on individual days the proportion of hours worked by each craft may be more or less than the traditional ratios. Prime Contractors and Subcontractors agree that the use of employees from one union or craft to perform the work of another union or craft shall in no way constitute an assignment nor shall it in any way prejudice traditional jurisdiction.

ARTICLE 6 GRIEVANCE AND ARBITRATION PROCEDURES

6.1 Grievances or disputes in which a party alleges a violation of a Master Labor Agreement shall be resolved under the grievance procedure contained in that Master Labor Agreement. However, a Non-Deferred Employee who is not a Union member and is party to a dispute may choose to have that dispute resolved through the provisions of this Article 6. In all other cases, except as provided in Articles 7 or 8, it is specifically agreed among the Parties that any grievance or dispute arising out of the interpretation or application of this PLA shall be settled by means of the expedited arbitration process set forth in Section 6.2 below. No such grievance or dispute shall be recognized unless called to the attention of the Prime Contractor and relevant Subcontractor by the Union or to the Union by the Prime Contractor or relevant Subcontractor, in each case with copy of such notice to Owner, within ten (10) working days after the alleged violation was committed or discovered by the grieving Party.

6.2 Grievances and disputes ("dispute") shall be settled according to the following procedure:

- (a) Step 1. The dispute shall be referred to the Steward of the craft union involved and a representative of the Prime Contractor and relevant Subcontractor at the jobsite.
- (b) Step 2. In the event that the Steward and the contractors' representatives at the jobsite cannot reach agreement within two (2) working days after a meeting is arranged and held, the matter shall be referred to the Union Business Manager and to executive representatives of the Prime Contractor and relevant Subcontractor, with copy of written notice of such escalation to Owner. Owner will forward such notice to the PAC. Such notice shall include a brief description of the factual basis of the dispute, including identification of the PLA provision(s) allegedly violated by the responding party.
- (c) Step 3. Within five business days after receipt of the written notice of dispute in Step 2, representatives of the parties to the dispute shall meet, either in person or via telephone, and

attempt to resolve the dispute in good faith. Owner shall have the ability to participate in this meeting.

- (d) Step 4: If the parties to the dispute are unable to satisfactorily resolve the dispute within 48 hours of the conclusion of the Step 3 meeting, any party may, within five business days of the conclusion of the Step 3 meeting, request in writing to Owner (with copies to other parties) that the dispute be settled by arbitration administered by Arbitration Service of Portland ("ASP") or the Federal Mediation & Conciliation Service, which the parties agree shall be the system for designation of an Arbitrator under this procedure. Any arbitration must be held within thirty (30) days of being referred to arbitration, or as quickly as possible under arbitration service rules and arbitrator availability.

6.3 The Arbitrator's decision shall be final and binding upon the parties to the dispute. In cases for which the Arbitrator finds a violation of this PLA, the Arbitrator may order cessation of the violation and other appropriate relief, and such award shall be served on all parties to the dispute and Owner. The Arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this PLA in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator. Should any party seek judicial enforcement of the award made by the Arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

6.4 The time limits specified in any step of the dispute resolution procedures set forth in Section 6.2 above may be extended by the mutual written agreement of the parties to the dispute. However, failure to process a dispute, or failure to submit written notice within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice or without precedent to the processing and/or resolution of like or similar disputes.

6.5 In order to encourage the resolution of disputes at Steps 1 through 3 of the dispute resolution procedures in Section 6.2, the Parties agree that any settlements made during such Steps shall not be precedent-setting.

6.6 The parties to a dispute shall each bear their own costs of participating in the procedures of Section 6.2. The fees and expenses incurred by the Arbitrator, as well as those jointly utilized by the parties (e.g., conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration proceeding.

6.7 Any failure of a Party to comply fully with such final and binding decision of the Permanent Arbitrator may result in removal of the non-complying Party from the site, in a holdback from the Prime Contractor or Subcontractor of any amounts awarded, or in such other relief as the Department may reasonably determine is necessary to promote final resolution of the dispute.

6.8 In the event any dispute or grievance should arise, the Parties expressly agree that it shall be resolved without occurrence of any strike, work stoppage, slow-down or other prohibited activities as provided in Article 8 of this PLA. Individuals or Parties violating this Section 6.8 shall be subject to immediate discharge or other discipline.

ARTICLE 7 JURISDICTION & JURISDICTIONAL DISPUTES

- 7.1 The assignment of work will be solely the responsibility of the Prime Contractor or Subcontractor performing the work involved; and such work assignments will be in

accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan, and generally in accordance with traditional craft jurisdictional lines, agreements of record, established trade agreements, prevailing area practices, and Composite Crews per Section 4.10 of this PLA.

7.2 All jurisdictional disputes regarding a Covered Project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Union Parties to this PLA.

7.3 All jurisdictional disputes shall be resolved without the occurrence of any disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, bannering, hand-billing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project, and the Prime Contractor's or Subcontractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section 7.3 shall be subject to immediate discharge.

7.4 Each Prime Contractor and Subcontractor will conduct a pre-job conference with the Trades Council and the PNWRCC prior to commencing work. The applicable Prime Contractor and Public Owner will be advised in advance of all such conferences and may participate if they wish.

7.5 The Parties agree that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required for the successful application of this PLA. In the event a dispute arises, the Contractor's assignment shall be followed until the dispute is resolved.

7.6 Equipment or material delivered to the jobsite will be unloaded promptly without regard to jurisdictional disputes, which will be handled as per the provisions of this PLA. The Contractor will supply the Union with delivery schedules, allowing as much time as possible to ensure the appropriate crafts will be available to unload the materials or equipment.

7.7 All signatory affiliates agree that upon request, a representative shall be assigned without delay to attempt a settlement in the event of a question on assignments.

ARTICLE 8 WORK STOPPAGES AND LOCKOUTS

8.1 During the term of this PLA, no Union or any of its members, officers, stewards, employees, agents or representatives shall instigate, support, sanction, maintain, or participate in any strike, picketing, walkout, work stoppage, slow down, lock out, interruption, or other activity that interferes with the routine and timely prosecution of work at the Project site or at any other contractor's or supplier's facility that is necessary to performance of work at the Project site. Hand billing at the Project site during the designated lunch period and before commencement or following conclusion of the established standard work day shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project. The posting of signs on the perimeter fences of the Project site identifying any active participant in the Project is permitted and shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project.

8.2 Should any activity prohibited under this Article 8 occur, the associated Union shall undertake all steps reasonably necessary to promptly end such prohibited activities. No Union complying with its

obligations under this Article 8 shall be liable for acts of employees for which it has no responsibility or for the unauthorized acts of employees it represents. No employee shall engage in activities prohibited under this Article 8. Any employee who participates in or encourages any activity prohibited under this Article 8 shall be immediately suspended from all work on the Project and shall be subject to any further appropriate disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

8.3 If there is any occurrence of an activity prohibited under this Article 8 by any Union, it is agreed that the other Unions shall be bound to ignore and shall not participate in such disruption and shall continue to staff the Project without interruption.

8.4 During the term of this PLA, the Prime Contractor and its Subcontractors shall not engage in any lockout at the Project site of employees covered by this PLA.

8.5 Union Access. Authorized representatives of the Unions shall have access to the Project site, provided they do not interfere with the work of the employees and further provided that such representatives comply with any visitor and security rules established for the Project. No union representative will be denied reasonable access to its members.

8.6 Upon notification of violations of this Article 8, the International Union General President or Presidents will immediately instruct, order and use the best efforts of their office to cause the local Union or Unions to cease any violations of this Article 8. 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 Union will immediately instruct, order and use the best efforts of his/her office to cause the employees the Union represents to cease any violations of this Article 8. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents.

8.7 In the event that activities in violation of this Article 8 are not immediately halted through the efforts of the Parties, any aggrieved Party may invoke the special arbitration provisions set forth in Section 8.8 of this PLA.

8.8 Upon written notice to the other involved Parties by the most expeditious means available, any aggrieved Party may institute the following special arbitration procedure when a breach of this Article 8 is alleged:

- (a) The party invoking this procedure shall immediately, by written notice, initiate arbitration through Arbitration Service of Portland or the Federal Mediation & Conciliation Service, which the parties agree shall be the system for designation of an Arbitrator under this procedure. The notice shall include a statement of the nature of the alleged violation and may also include such additional factual and explanatory information as may be reasonably necessary for the Arbitrator to understand the relevant circumstances. Such notice shall be by the most expeditious means possible. Copies of such notice and any written materials provided to the Arbitrator shall also be contemporaneously provided by the most expeditious means possible to the party alleged to be in violation and to all other involved parties.
- (b) Upon receipt of said notice, the Arbitrator designated above shall set and hold a hearing within twenty-four (24) hours, but not before twenty-four (24) hours after the written notice to all parties involved as required above, or other short timeframe as mutually agreed.
- (c) The Permanent Arbitrator shall notify the parties by electronic mail or any other similarly effective written means, of the place and time chosen for this hearing. Said hearing shall

be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Permanent Arbitrator.

- (d) The sole issue at the hearing shall be whether a violation of this Article 8 has, in fact, occurred. An Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator shall order cessation of violation of this Article 8 and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance. Individuals found to have violated the provisions of this Article 8 are subject to immediate termination and discharge from the Project. An Arbitrator's determination that a Prime Contractor or Subcontractor is in violation of this Article 8 provides grounds for Owner's termination of the Prime Contract under which the Prime Contractor or Subcontractor is retained. An Arbitrator's determination that a Union is in violation of this Article 8 provides grounds for Owner's termination of this PLA with regard to that Union.
- (e) The Award shall be final, binding and non-reviewable as to the merits. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Award and such other relevant documents as may be required. Electronic mail or similar notice of the filing of such enforcement proceedings shall be given to the other relevant parties. In a proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under this Article 8, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

8.9 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by Parties to whom they accrue, to the extent permitted by law.

8.10 Each party to arbitration under this Article 8 shall bear its own costs of participating in the dispute resolution procedures of this Article 8. The fees and expenses incurred by the Arbitrator, as well as those jointly incurred by the parties (e.g., conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration proceeding.

ARTICLE 9 CONTRACTING

9.1 Notice of this PLA. The Prime Contractor and all Subcontractors seeking to subcontract Construction Work shall notify any potential subcontractor of the existence of the terms and conditions of this PLA, and shall ensure that each such subcontractor shall become subject to this PLA by executing the Letter of Assent in Attachment A to this PLA prior to commencing the performance of Construction Work, unless exempted pursuant to this PLA.

9.2 Right to Select Qualified Bidders. Owners, the Prime Contractor, and all Subcontractors have the absolute right to select any qualified bidder or proposer in accordance with the terms and conditions of the Prime Contract and to award contracts or subcontracts at any tier on the Project without reference to the existence or non-existence of any collective bargaining agreements between the Prime Contractor or subcontractor and any Union, provided only that each such

contractor is willing, ready, and able to comply with this PLA and to execute a Letter of Assent (in the form attached as Attachment A) should such entity be awarded Construction Work.

9.3 When the Prime Contractor or a Subcontractor is required to satisfy a DBE or similarly protected class(es) participation requirement(s) or goal(s) established on the Project, a non-union Disadvantaged Business Enterprise (DBE) needed to satisfy such participation requirement(s) or goal(s):

- (a) May utilize Core Employees without regard to the order and ratio set forth in Section 10.4(a) of this PLA. The limitations on utilization of Core Employees in this PLA shall not serve to substantiate the exercise of good faith efforts to secure DBE participation sufficient to meet a DBE goal assigned through the Prime Contract.
- (b) Shall not be obligated to make any contributions to unions or their benefit programs or trust funds on behalf of its non-union employees; nor shall they or their employees be obligated to join any union or be required to pay any union representation fees, initiation fees, dues, check-offs, fines or any other payments to union benefit programs or trust funds.

ARTICLE 10 HIRING PROCEDURES

10.1 Notification of Opportunities. The Prime Contractor and Subcontractors agree to notify the applicable Union of all opportunities for employment on the Project. Nothing in this PLA shall be deemed to limit the Prime Contractor's or any Subcontractor's right to reject proposed employees or right to notify other workforce agencies of employment opportunities. The Prime Contractor and Subcontractors shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdictions, and select employees to be laid off. The Prime Contractor and Subcontractors shall also have the right to reject any applicant referred by a Union for any reason provided that such right is exercised in good faith and in a nondiscriminatory manner.

10.2 Union-Referred Employees. To the extent workers are needed from the Unions, the Prime Contractor and Subcontractors shall request, and the subject Union may refer, applicants for the various journeymen and apprentice classifications as required by the Prime Contractor or Subcontractor for the Project in accordance with this PLA. In disputes pertaining to terms of employment or this PLA, employees not referred by a Union ("Non-Referred Employees") need not be represented by a Union and shall have the option, but not the obligation, to resolve disputes in accordance with the procedures set forth in Article 6, rather than utilizing procedures set forth in Master Labor PLAs.

10.3 Referral Non-discrimination. The Unions represent that their local unions administer and control their referrals in a nondiscriminatory manner and in full compliance with the Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination, and that such operation is not in conflict with steps required in this PLA to facilitate the Prime Contractor's or any Subcontractor's compliance with Project workforce hiring requirements.

10.4 Core Employees. The Parties recognize Owner's interest in providing opportunities for all contractors to participate on the Project. To ensure that contractors who do not have a collective bargaining relationship with the Unions will have an opportunity to participate on the Project, such contractors may employ their own core employee craft workers ("Core Employees," as further

defined below). It is agreed by the Parties that the intent of the Core Employee definition in this PLA is to protect fair and legal employment standards, and to secure opportunities for contractors, regular employees, and union craft workers.

- (a) Order and Ratio. For Prime Contractors and Subcontractors that are not signatory to a collective bargaining agreement with the Union having jurisdiction over the affected work, the limits on Core Employees shall be as follows: the first two workers may be Core Employees; the next two craft workers shall be union referrals. Thereafter, workers shall alternate between Core Employees then union referrals on a one-for-one basis, with the Core Employee total number not to exceed 50% plus one worker of that Prime Contractor's or Subcontractor's craft workforce, or otherwise by mutual agreement of that Prime Contractor or Subcontractor and Union. Where a Union's collective bargaining agreement, or the procedures of the relevant joint labor-management apprenticeship program, prohibit referral of Union members to non-signatory contractors, then such Union shall waive its referral rights under this Article 10, and the contractor may staff the job at its discretion, with work to be performed otherwise in compliance with this PLA. For the duration of the work subject to this paragraph, the worker order and ratio set forth herein shall be maintained and when such workforce is reduced, workers shall be reduced in the same ratio of (and reverse order) as was applied in the initial hiring.
- (b) Definition. An employee of the Prime Contractor or a Subcontractor shall be deemed a "Core Employee" if such individual: (i) has been on that Prime Contractor or Subcontractor's payroll a minimum of 500 hours in the six months prior to the award of the Construction Work contract to such Prime Contractor or Subcontractor; (ii) has been on that Prime Contractor or Subcontractor's active payroll within the 60 calendar days prior to start of Construction Work; and (iii) holds all required licenses and certifications for the work of their craft. The term "Core Employees" only refers to the following craft workers: working foremen, journeymen, and apprentices and does not refer to employees otherwise excluded in Article 2, such as supervisory, management or non-working owners of non-signatory subcontractors. It is agreed by the Parties that the intent of the Core Employee definition is to protect fair and legal employment standards, and to secure opportunities for contractors, regular employees, and union craft workers.

10.5 Hiring Process and Workforce Requirements.

- (a) Requests for Journey-level Workers. Prime Contractors and Subcontractors needing journey-level workers from the Union hiring halls shall utilize the Craft Request Form established for the Project ("Craft Request Form") to request such workers from Union hiring halls, including requests for workers needed to satisfy Project EEO goals and requirements or Workforce Priority Hire requirements, or requests for workers desired for achieving Project Aspirational Diversity Targets (all of the foregoing as identified through the Prime Contract). Prime Contractors and Subcontractors shall also comply with additional procedures established in writing by hiring halls regarding requests for workers. Unions shall ensure that hiring halls accept the Craft Request form. Unions shall refer workers on a priority basis as needed for Prime Contractors and Subcontractors to satisfy Project EEO Goals, regardless of a worker's place in the Unions' hiring hall list and normal referral procedures, and may take similar steps to assist in the pursuit of achieving Project Aspirational Diversity Targets.

- (b) Requests for Apprentices. Prime Contractors and Subcontractors needing apprentice-level workers from the Union hiring halls shall utilize the Craft Request Form to request such workers from either the relevant apprenticeship program, or union hiring hall that refers apprentices in that craft, including requests for workers needed to satisfy Project goals, requirements or targets (see Sections 2.9 and 3.1 of this PLA). To the maximum extent permitted by written standards of the applicable JATC, Unions shall ensure that hiring halls accept the Craft Request Form and refer requested workers for apprentice utilization on a priority basis as needed for Prime Contractors and Subcontractors to satisfy Project EEO goals and requirements or Workforce Priority Hire requirements or Project apprentice utilization goals and requirements, or requests for workers desired for achieving Project Aspirational Diversity Targets, regardless of their place in the Unions' hiring hall list and normal referral procedures. Such requests shall be in writing and shall include a copy of relevant portions of this PLA. If the apprenticeship program or hiring hall has no apprentice in the relevant category to refer, the Unions will, consistent with the standards on file with BOLI for the relevant JATC, work with the Prime Contractor or Subcontractor in conjunction with local, state-certified pre-apprenticeship programs or community-based organizations, to identify individuals who meet the minimum standards of the relevant apprenticeship program. If one or more such individuals are identified, the Prime Contractor or Subcontractor shall refer the individual(s) to the apprenticeship program and/or hiring hall, request enrollment as an apprentice and referral consistent with the standards on file with BOLI for the relevant JATC, and pay any applicable sponsorship fees. The Prime Contractor or Subcontractor shall promptly notify Owner if an apprenticeship program or hiring hall declines to implement the referral or enrollment contemplated in this Section 10.5(b).
- (1) This PLA is adopted in conjunction with efforts by Unions to revise admissions, enrollment, and referral requirements for JATCs in order to substantially increase enrollment of women and minorities and residents of Priority Hire Zip Codes and thereby facilitate implementation of the various workforce goals, requirements and aspirational targets of the Project. Unions shall take all steps under their control toward such revisions, and shall collaborate with JATCs in efforts needed to assist Prime Contractors and Subcontractors in satisfying such workforce goals, requirements and aspirational targets of the Project.
- (c) The Parties agree that to the extent allowed by law, the Union will refer minority and female (including female-identifying) workers, as long as they possess the requisite skills and qualifications.

10.6 Forty-Eight-Hour Referral Period. In the event that a Union hiring hall or affiliated JATC is unable to fulfill the requisition of a Prime Contractor or Subcontractor for workers within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after the Craft Request Form is submitted, such Prime Contractor or Subcontractor shall be free to obtain needed workers from any source and retain them as Non-Referred Employees pursuant to this PLA.

10.7 Contractor-Union Negotiations. It is agreed and understood that those specific terms and conditions governing hiring and assignment of current union trade workers to supplement Core Employees may be negotiated jointly by the subject Prime Contractor or Subcontractor and the appropriate Union representatives, provided any such negotiations do not affect any provision of this PLA other than Core Employees.

ARTICLE 11 VETERANS' HELMETS TO HARDHATS

11.1 The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

ARTICLE 12 MISCELLANEOUS

12.1 Severability. If provision of this PLA shall be declared invalid, inoperative or unenforceable by operation of law or by final non-appealable order of any tribunal of competent jurisdiction, such provision shall be deemed severed or limited, but only to the extent required to render the remaining provisions of this PLA enforceable consistent with the intent of the Parties. The remainder of this PLA or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

12.2 Term. The term of this PLA shall commence as of and from the date of the notice of award of the Construction Phase of the Project to the Prime Contractor ("Commencement Date") and shall end upon final acceptance by Owner of all work on the Project by the Parties. No union shall have the right to enter or execute this PLA after the Commencement Date except upon Owner's prior written consent.

12.3 Entire Agreement, Amendments, Authority, Signature, Counterparts. This PLA contains the entire agreement between the Parties, and no rights are created in favor of any such party on account of any condition or event other than as specified or expressly contemplated in this PLA. This PLA may not be changed or modified except by the subsequent written agreement of the Parties. All Parties represent that they have the full legal authority to enter into this PLA. This PLA may be executed by original, electronic signature, or facsimile signature and in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

12.4 No Joint Liability or Employment Status. Any liability arising out of this PLA shall be several and not joint. Owner shall not be liable to any person or other party for any violation of this PLA by any other party, and no Prime Contractor or Subcontractor or Union shall be liable for any violation of this PLA by any other Contractor or Union. Each Union agrees, and the Trades Council and PNWRCC agree, that this PLA does not have the effect of creating any joint employment status with Owner and/or any Prime Contractor or Subcontractor.

12.5 Nonwaiver. The failure or refusal of a Party to exercise its rights hereunder in one or more instances shall not be deemed a waiver of any such rights in respect of a separate instance of the same or similar nature.

12.6 Time of Essence. Time is strictly of the essence of each and every provision of this Agreement.

12.7 Successors; Assigns. This PLA shall be binding on the heirs, successors, assigns and personal representatives of the Parties and the Prime Contractors and Subcontractors.

12.8 Termination. This PLA may be terminated with regard to Owner by either (i) Owner, in case of repeated, material breaches of this PLA by one or more Unions; or (ii) the Trades Council, PNWRCC and Unions, in case of repeated, material breaches of this PLA by Owner. In each case, the Party moving to terminate shall file an arbitration action pursuant to Article 6, and may terminate after a determination by an Arbitrator that the standard set forth in this Section 12.8 has been satisfied.

12.9 Interpretation of Agreement. This PLA shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.

[Signatures on following pages]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties make and enter into this PLA by executing the same.

Owner:

MULTNOMAH COUNTY, an Oregon political subdivision

By: _____

Name: _____

Title: _____

Date: _____

Reviewed By:

JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: _____

Name: _____

Title: _____

Trades Council:

Columbia-Pacific Building and Construction Trades Council

(on behalf of Trades Council only; affiliate signatures below)

By: William Myers

Name: William Myers

Title: Executive Secretary

Signatory Union(s):

**Bricklayers and Allied Craftworkers
Local #1 Oregon**

By: _____

Name: _____

Title: _____

Heat and Frost Insulators Local 36

By: _____

Name: _____

Title: _____

Cement Masons Local 555

By: [Signature]
Name: Geoffrey L. Kossak
Title: Business Manager

IBEW Electricians Local 48

By: [Signature]
Name: Garth Bachman
Title: Business Manager

Elevator Constructors Local 23

By: _____
Name: _____
Title: _____

Glass Workers Local 740 (IUPAT DC5)

By: _____
Name: _____
Title: _____

Iron Workers Local 29

By: [Signature]
Name: Jason Fussell
Title: FS-T/BM

Laborers Local 737

By: [Signature]
Name: Rock Culver
Title: BM/Sec. treas.

Operating Engineers Local 701

By: [Signature]
Name: THOMAS D. ANDERSON
Title: 11/8/22

Linoleum Layers Local 1236 (Floor Coverers IUPAT DC5)

By: _____
Name: _____
Title: _____

Painters Local 10 (IUPAT DC5)

By: [Signature]
Name: Scott Oldham
Title: Business Representative

Plasterers Local 82

By: _____
Name: _____
Title: _____

Roofers Local 49

By: _____
Name: _____
Title: _____

Sprinklerfitters Local 669

By: [Signature]
Name: Steven Purdy
Title: Business Agent

Sheet Metal Workers Local 16 (SMART)

By: _____

Name: _____

Title: _____

Boilermakers Local 242

By: _____

Name: _____

Title: _____

UA Plumbers and Steamfitters Local 290

By: _____

Name: _____

Title: _____

**Pacific Northwest Regional Council of
Carpenters**

By: _____

Name: _____

Signature
SCOTT SCHAEFER
Title: *PNWRCC CONTACT ADMIN.*

Drywall Finishers Local 101

By: _____

Name: _____

Title: _____

Teamsters Local 162

By: _____

Name: _____

Title: _____

Attachment A:

Letter of Assent

PROJECT LABOR AGREEMENT

Project: Earthquake Ready Burnside Bridge

Letter of Assent

The undersigned prime contractor or subcontractor contracted to perform Construction Work as part of the Project identified in that certain PROJECT LABOR AGREEMENT, PROJECT: EARTHQUAKE READY BURNSIDE BRIDGE ("PLA") for and in consideration of the award of a contract to perform Construction Work on the Project:

1. Accepts and agrees to be bound by the terms and conditions of this Letter and the PLA, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, may subject the non-complying Prime Contractor or Subcontractor or such entity's employee(s) to being prohibited from entering the Project site until and unless full compliance is obtained, and to additional enforcement actions and remedies as set forth in the PLA or the Prime Contract and subcontracts thereunder;
2. Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of this Letter and the Agreement; and
3. Agrees to secure from any of its subcontractors at any tier, a duly executed Letter of Assent in form identical to this document a minimum of two (2) weeks prior to that subcontractor's commencement of any Construction Work on the Project.
4. Agrees that, except as expressly stated otherwise in this Letter of Assent, all capitalized terms in this Letter of Assent shall have the meanings given in the PLA.

Dated: _____

Prime Contractor / Subcontractor: _____

By:

Name: _____

Title: _____

