

**READ THIS FIRST – USE ONLY IF A PLA IS IN PLACE FOR YOUR PROJECT**

This Project Spec Document may need additional modifications to suit your project. It is recommended that you proofread each section, paying attention to any “Notes” boxes such as this one--you should remove these “Notes” sections as you go. Also, do a search for all bracket characters “ [ ] ” as they are used to show you areas containing options or project specific details (you can use Microsoft Word’s Find feature {Ctrl-F} to jump to an open bracket “ [ ” character quickly). Again, these bracket characters should be removed.

It is important that every paragraph be numbered to allow for easy referencing. If you use the document’s built in styles and formatting your outline should be fine (turn on the formatting toolbar by going to View > Toolbars > Formatting). Most paragraphs will use the style “Numbered Material” and can be promoted (Shift) or demoted (Shift-Tab).

You should not have to manually enter extra spaces, carriage returns or outline characters such as A, B, C, or 1.01, 1.02; the formatting will do this for you. The entire document is 11 pt. Arial. If you paste items in, you may need to reapply the “Numbered Material” format.

## **PART 1 GENERAL**

### **1.01 SUMMARY**

- A. The Work of this Contract is subject to the attached Project Labor Agreement (PLA) entered into between the Port of Seattle and the Seattle King County Building and Construction Trades Council and Northwest Construction Alliance. This specification is intended to highlight some of the important documentation and other requirements necessary for the Contractor’s compliance and implementation of the PLA to ensure that the Contractor includes appropriate personnel and other costs in its bid or proposal related to the implementation of the PLA on this project. However, this is not an all-inclusive list of the Contractor’s obligations or the Port’s rights and remedies relating to the PLA. In the event of any irreconcilable inconsistency or conflict between this specification and the PLA, the PLA will govern.
- B. Among other requirements set forth in the Contract Documents and the PLA:
  - 1. The PLA is binding on the Contractor and sub-contractors of all tiers.
  - 2. The Contractor shall include in any sub-contract a requirement that the sub-contractors of all tiers become signatory and bound to the PLA with respect to the sub-contracted work.
  - 3. The Contractor will also be required to have sub-contractors of all tiers execute a Letter of Assent prior to sub-contractors performing any work on the Project.
  - 4. The Contractor and sub-contractors of all tiers shall be bound by any changes, amendments or revisions to the PLA during the course of their contract.
  - 5. All costs of complying with the PLA and the Port’s implementation of the PLA, including labor, wages and benefits, equipment, and materials that are incurred during the Contract Time period associated

with the terms and conditions of the Contract will be at the Contractor's expense.

**1.02 REFERENCES**

- A. The attached PLA (Appendix A).

**1.03 DEFINITIONS**

- A. Construction Labor Group Staff:  
The Port's designated group responsible for day-to-day management of the Port of Seattle's Construction Labor Program. It is comprised of the Manager, and Construction Labor Specialists, who manage the PLA documentation and conduct jobsite inspections to verify Contractor compliance with identified corrective actions.
- B. Medical Review Officer:  
The Medical Review Officer, appointed by the designated laboratory, is a licensed physician who is responsible for receiving and reviewing laboratory results generated by the Port of Seattle's drug testing program and evaluating medical explanations for certain drug test results.

Remove C if Priority Hire is not required for this project.

- C. Priority Worker:  
Individual prioritized for recruitment, training, and employment opportunities because the individual is a resident in an Economically Distressed Area as defined by King County's Finance and Business Operations Division and published at <https://www.kingcounty.gov/council/news/2018/March/03-05-hiring.aspx>.

**1.04 SUBMITTALS**

- A. As part of the Contractor's compliance with the PLA, Contractor and sub-contractors of all tiers must submit the following documentation utilizing CMS PLA workflows.
1. Letter of Assent / Proposed Trade Assignment (Appendix B)  
  
A signed Letter of Assent that binds the contractor to the terms and conditions of the PLA and a Proposed Trade Assignment to make proposed jurisdictional trade assignments, broken down by craft and classification. Both documents must be submitted as one and must be approved prior to the start of any Work. A Pre-Job Jurisdictional hearing shall then be scheduled by the Contractor for their sub-contractors of all tiers after Port approval.
  2. Final Trade Assignment (Appendix C)  
  
After the Pre-Job Jurisdictional hearing, Contractor must provide for a seven (7) day waiting period to allow unions to formally submit claims to any proposed work. On the eighth day or any time thereafter, but prior to the start of Work, the Contractor and sub-contractors of all tiers must then review all supporting written documentation submitted by the competing Union(s) (if any), and will

then submit to the Port their final assignment of which craft will perform each scope of work.

3. New Employee Report (Appendix D)/Ongoing Weekly Employee Report

Initial report required prior to the start of Work that identifies the names of employees that will be working on site and a weekly report thereafter if there are any changes to the initial crew.

4. Waiver Request (if applicable) (Appendix E)

Document used if a subcontractor of any tier has attended a Port Pre-Job Jurisdictional hearing in the past. This document allows the sub-contractor of any tier that has attended a Port Pre-Job Jurisdictional hearing in the past to skip the jurisdictional hearing. The Port of Seattle will determine if a Request for Waiver is appropriate for each sub-contractor of all tiers.

Remove sub paragraph B below if Priority Hire is not required for this project. Also remove two 00 12 00 Submittals from the Submittal Log.

B. As part of the Contractor's compliance with the Priority Hire Program, Contractor and sub-contractors of all tiers must submit the following documentation utilizing CMS Submittal workflows.

1. Priority Hire Craft Request Form (Appendix G)

Document to be submitted to local union by all Contractors and Sub-Contractors for all new hire requests on the project. The Contractor shall copy [priorityhire@portseattle.org](mailto:priorityhire@portseattle.org) when the form is sent to the local union. The Contractor shall submit the completed version of the form, once returned by the Union, as a Submittal per Section 01 33 00 – Submittals.

2. Priority Hire Workforce Projections Form (Appendix H)

Document to be completed by Contractor and all Sub-Contractors within 30 days of Contract Execution. Contractor shall submit all completed forms to the Port within 30 days of Contract Execution per Section 01 33 00 – Submittals.

**1.05 CONTRACTOR RESPONSIBILITIES**

A. General Obligations; among other obligations arising out of the PLA:

1. The Contractor and sub-contractors of all tiers shall attend a PLA Pre-Construction training session to review all documentation and examine specific provisions in the PLA. The Construction Labor staff may waive this requirement.

a) The Contractor shall schedule these meetings for themselves and all of their sub-contractors with the Port's Construction Labor staff at a mutually acceptable time and date prior to the submittal of any PLA paperwork and prior to NTP.

2. Contractor shall attend a monthly Labor Management Committee meeting scheduled by the Port's Construction Labor staff to discuss and resolve relevant issues related to the PLA.
  - a) Generally held the 2<sup>nd</sup> Wednesday of every month at 8:00AM at the Port Water Tower location
3. Contractor and sub-contractors of all tiers shall attend a PLA Pre-Job Jurisdictional hearing (if a Request for Waiver is not applicable – determined by the Port) to review PLA-required documentation and discuss specific provisions in the PLA including the Substance Abuse Program.
  - a) Generally held every Tuesday at Teamster Hall: 14675 Interurban Ave S, Tukwila, WA 98168.
  - b) The Contractor shall schedule these meetings after Port approval of PLA documentation.

**B. Contractor PLA Representative**

1. Contractor shall designate a representative to coordinate all PLA administrative tasks including, but not limited to:
  - a) Review of sub-contractor PLA documentation;
  - b) PLA field compliance and drug testing related issues; and
  - c) Liaising with Port's Construction Labor staff regarding PLA-related matters.

Remove 1.06 and Appendix F, G and H if Priority Hire is not required for this project. Section B.2 requires a project-specific percentage – coordinate with Priority Hire Program Manager with Construction Labor Group.

**1.06 PRIORITY HIRE**

- A. The Port supports dispatch of workers to achieve the obligations and aspirational goals set forth pursuant to Port of Seattle Resolution No. 3736 (refer to Letter of Understanding (Appendix F)) which directs development of a Priority Hire program through an agreement executed between the Port of Seattle and signatories to the PLA.
- B. The Port has set a requirement for this project that directs the Contractor to utilize workers from economically distressed ZIP codes for a specified share of total hours worked on the project by apprentices and journey-level workers.
  1. PLA signatories shall make all reasonable efforts to comply with priority hire requirements and goals as memorialized in Port of Seattle Resolution No. 3736.
  2. In order to achieve the intended impact in Economically Distressed Areas, there is a requirement that no less than [ ]% of all labor hours is performed by Priority Workers on the Project annually.
  3. Contractors shall request, and Unions shall dispatch, Priority Workers. If Priority Hire requirements are not met, the Port will notify

contractors and unions and request both to describe what measures may be taken to improve outcomes.

**1.07 PORT OF SEATTLE'S NON-EXCLUSIVE RIGHTS**

**A. WORK SITE**

1. The Port shall have the right to require the removal from the work site of any person who is deemed "ineligible" following a positive drug testing result as determined by the Medical Review Officer.
2. The Port shall have the right to escort Union Business Agents to the jobsite to meet with union members.
3. The Port shall have the right to require the removal or stop the work of any sub-contractor of any tier that is not in compliance with the PLA and to require they remain off the job until compliance is obtained.

**B. INSPECTIONS/INVESTIGATIONS**

1. The Port may, in any reasonable manner, observe and interview the workers to ensure compliance with the PLA.
2. The Port may, in any reasonable manner, observe or participate in any investigation conducted by the Contractor or anyone performing work for, on behalf of, or under the Contractor that could result in a PLA violation.
3. The Port may, in any reasonable manner, observe or participate in any compliance or grievance investigation conducted by the Contractor or anyone performing work for, on behalf of or under the Contractor. The Port may also, at its sole discretion, and in any reasonable manner, undertake its own investigation.
  - a) The objective of field compliance site visits is to consistently and effectively observe the Contractor's and sub-contractors' (of all tiers) adherence to the PLA.
4. Violation
  - a) A violation is considered to be those infractions that are out of compliance with the PLA.
  - b) The Port's Construction Labor Group shall work with the Contractor to ensure the correction of any violations that occur with any work being performed by the Contractor and/or sub-contractors of all tiers.

**C. CORRECTIVE ACTIONS/STOP-WORK**

1. The Port shall have the right to require the Contractor to address PLA compliance issues, including taking corrective action when PLA violations are observed (i.e., lack of sanitary toilet facilities, out of compliance with core-to-union ratios, failure to adhere to hours of work and overtime provisions, etc.).

2. No work shall be performed by the Contractor or sub-contractor of any tier until the Letter of Assent and Final Trade Assignment documentation is approved by the Port.

PART 2 PRODUCTS

PART 3 EXECUTION

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. No separate measurement or payment will be made for the work required by this section. The cost for this portion of the Work will be considered incidental to, and included in the payments made for the applicable bid items in the [Schedule of Unit Prices] [Lump Sum price] bid for the project.

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