

## Analysis

### Higher Education Coordinating Commission

#### University of Oregon Apprenticeship Utilization

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**Analyst:** Amanda Beitel

**Request:** Acknowledge receipt of a report from the University of Oregon on outreach efforts to women and minority individuals and the amount of work performed by apprentices under qualified contracts for the Phil and Penny Knight Campus for Accelerating Scientific Impact (Knight Campus) construction project.

**Analysis:** A total of \$70 million of Article XI-G general obligation bonds were approved in the 2017-19 biennium for the Knight Campus project to support construction of the research and innovation facility, as well as a sky bridge over Franklin Boulevard to connect the new science campus with the main campus. In addition to authorizing bonds for the project, SB 5505 (2017) included a provision that in Knight Campus real property improvement contracts over \$200,000 to be paid with Article XI-G bond proceeds (qualified contracts), the University require contractors and subcontractors to employ apprentices to perform 15% of the hours performed by workers in apprenticeable occupations; develop a plan for outreach, recruitment, and retention of women and minority individuals; and report this information to the Joint Committee on Ways and Means on or before February 1 of each year. Bonds were issued in May 2019 and the initial apprenticeship utilization report was submitted to the Joint Interim Committee on Ways and Means in January 2020.

UO entered into a Project Labor Agreement (PLA) with Hoffman Construction (Knight Campus project construction manager/general contractor), the Oregon State Building Trades Council, and the Pacific Northwest Regional Council of Carpenters that established apprenticeship requirements and minority, women, and emerging small business (MWESB) recruitment and retention objectives. Since execution of the PLA in January 2018, 39 qualified contracts have been executed, as well as 10 contracts for consultant services in non-apprenticeable trades. For the 10/01/2019 - 12/12/2020 reporting period, total project apprenticeship hours represent 30.5% of total hours billed on qualified contracts. As of December 12, 2020, the project is substantially complete, with less than \$1 million in state bond proceeds remaining to be expended.

Apprenticeship requirements were expanded and modified in the 2019 session (SB 455) and specific utilization targets were applied to public university projects approved in the 2020 second special session (SB 5721). Future reports on work performed by apprentices, women, and minority individuals under qualified contracts will encompass public university, community college, and Oregon Health and Science University (OHSU) capital projects subject to these additional provisions.

**Legislative Fiscal Office Recommendation:** Acknowledge receipt of the report.

## Higher Education Coordinating Commission Brickman

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**Request:** The Higher Education Coordinating Commission is submitting a report on behalf of the University of Oregon regarding outreach efforts to women and minority individuals and the amount of work performed by apprentices under qualified contracts relating to Senate Bill 5505 (2017).

**Recommendation:** Acknowledge receipt of the report.

**Discussion:** During the 2017 and 2018 sessions, the Legislature approved a total of \$70 million of Article XI-G general obligation bonds for the Knight Campus project. In 2017, \$50.6 million in Article XI-G bonds were approved in Senate Bill 5505, and in 2018, the remainder up to the \$70 million in Article XI-G bonds was approved in Senate Bill 5702. The funds were designated to support construction of the research and innovation facility, as well as a sky bridge over Franklin Boulevard to connect the new science campus with the main campus. In addition to authorizing bonds for the project, Senate Bill 5505 (2017) included a provision that for Knight Campus real property improvement contracts over \$200,000 paid with Article XI-G bond proceeds (qualified contracts), the University must: 1) require contractors and subcontractors to employ apprentices to perform 15 percent of the hours performed by workers in apprenticed occupations; 2) develop a plan for outreach, recruitment, and retention of women and minority individuals; and 3) report this information to the Joint Committee on Ways and Means on or before February 1 of each year. This report is for the period of October 1, 2019 through December 12, 2020.

The report outlines the \$70 million in bonds, along with a University match, has been used to:

- Construct a 160,000 square foot research and innovation facility on the north side of Franklin Boulevard and a related parking structure to accommodate employee and student growth;
- Equip these buildings with state-of-the-art, shared scientific instruments to be used by researchers and local Oregon companies; and
- Construct a sky bridge connecting the Knight Campus to the main campus, enabling students and faculty and staff members to cross Franklin Boulevard safely.

Faculty, staff and students moved into the new space in September 2020.

On January 9, 2018, the University of Oregon, Hoffman Construction (as the construction manager/general contractor, The Oregon State Building Trades Council, and Pacific Northwest Regional Council of Carpenters signed the first Project Labor Agreement (PLA) executed on the University of Oregon construction project. The PLA consisted of agreed upon outreach efforts to recruit and retain apprentices as well as encouraging bids from Minority Women and Emerging Small Business companies in Oregon.

As of December 12, 2020, the project had completed just over 90 percent of its expected billing. From October 1, 2019 through December 22, 2020, the overall project apprenticeship hours was 30.49 percent.



# Oregon

Kate Brown, Governor

Higher Education Coordinating Commission

Ben Cannon, Executive Director

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Salem, OR 97302

[www.oregon.gov/HigherEd](http://www.oregon.gov/HigherEd)

January 28, 2021

Senator Betsy Johnson  
Senator Elizabeth Steiner Hayward  
Representative Dan Rayfield  
Joint Committee on Ways and Means  
900 Court Street NE  
H-178 State Capitol  
Salem, OR 97301

Dear Co-Chairpersons:

During the 2017 Legislative session, SB 5505, relating to state financial administration, included statutory language requiring that on or before February 1 of each year The University of Oregon report to the Joint Committee on Ways and Means or Joint Interim Committee on Ways and Means on outreach efforts to women and minority individuals and the amount of work performed by apprentices under qualified contracts as defined in the bill.

The attached report is submitted on their behalf, and we request that the committee acknowledge the receipt of the report. Questions about the substance of the report should be directed to the University.

Sincerely,

Ben Cannon  
Executive Director

Attachments



UNIVERSITY OF  
OREGON

**To:** Joint Committee on Ways & Means From:  
University of Oregon  
**Subject:** SB 5505 (2017) Apprenticeship Report  
**Date:** January 25, 2021

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Dear Legislators,

During the 2017 and 2018 legislative sessions, the State of Oregon partnered with the University of Oregon and private donors to help bring the Phil and Penny Knight Campus for Accelerating Scientific Impact (Knight Campus) to fruition through generous investments in the 2017 – 19 biennium. The Knight Campus is a hub to fast-track scientific discoveries through research, training and entrepreneurship into innovations that improve the quality of life for people in Oregon, the nation, and the world. This report is a product of that investment and includes information relating to the University of Oregon’s legislatively mandated reporting requirements, details about the Knight Campus construction project, apprentice employment hours to date, and an update relating to the establishment and execution of a plan for outreach, recruitment, and retention of women and minority individuals to perform work at the Knight Campus.

## **Background**

SB 5505 (2017) requires that on or before February 1 of each year, the University of Oregon report to the Joint Committee on Ways and Means or Joint Interim Committee on Ways and Means on the amount of work performed by apprentices, women and minority individuals under qualified contracts.

SB 5505 (2017) provided \$50,620,000 in Article XI-G Bonds for the University of Oregon Campus for Accelerating Scientific Impact. Additionally, the bill necessitates that in all qualified contracts the University require contractors to employ apprentices (in “apprenticeable occupations”) to perform 15 percent of the work hours performed under the contract. The provisions of the bill only applied to contracts paid for with bond proceeds, and that exceeded \$200,000. The bill also required the University to establish and execute a plan for outreach, recruitment, and retention of women and minority individuals to perform work under the contracts.

## **Summary**

This report is for the period 10/1/2019 through 12/12/2020. The total number of contracts in that period with apprenticeable trades exceeding \$200,000 post-implementation of the PLA is 39. In addition, 10 contracts related to consultant services that do not have apprenticeable trades have received payment through bond support. The overall capital project is within weeks of completion and we are pleased to again report an overall total above 30% in apprenticeship hours during the reporting period. Details by contract are included in the section below and on the attached spreadsheet. There are

less than \$1 million worth of bond funds remaining to be spent on the project.

## **Project**

In October 2016, The University of Oregon launched an ambitious \$1 billion initiative to create the Knight Campus, made possible by a \$500 million cornerstone gift from Phil and Penny Knight.

The Knight Campus is designed to dramatically shorten the timeline between discovery to societal impact through world-class research, training and entrepreneurship in a nimble scientific enterprise.

The Knight Campus will reshape the innovation ecosystem and higher education landscape in Oregon and the West Coast by training new generations of scientists, forging tighter ties with industry and entrepreneurs, establishing new academic and research collaborations between research universities, and creating new educational opportunities for students. Already, the construction of these research facilities and associated hiring is enhancing collaborations between scientists and faculty members at the UO, Oregon State University, Oregon Health and Science University, Portland State University, and other research institutions across the country.

At full implementation of the billion-dollar vision, the Knight Campus is expected to employ some 30 faculty members, each with teams of eight to twelve people. An estimated 400 students will be involved in research activity including 250 graduate students and 150 undergraduates. Hundreds of additional research and non-technical staff will be either directly or indirectly employed in connection with the Knight Campus. The overarching goal is to create a hub where innovative research and discovery will thrive and help drive substantial diversity in Oregon's economy.

## **Partnering with the State of Oregon**

In addition to private funds, the UO sought to partner with the State of Oregon, requesting \$100 million in Article XI-G bonds in the 2017–19 biennium. The legislature provided a total investment of \$70 million in Article XI-G bonds for the project. \$50,620,000 of which was allocated with the passage of SB 5505 in 2017, and the remainder in SB 5702 in 2018.

This capital investment helped ensure that the university could build world-class facilities quickly and equip them with cutting-edge, shared instrumentation. By partnering with the state, the UO has been able to focus other portions of the gift on endowing faculty positions and pursuing accelerated hiring into those positions as well as ensuring researchers have the resources needed to bring forward scientific discoveries and engineering technologies that can change the world.

The \$70 million in bonds, along with a University match, has been used to:

- Construct a 160,000 square foot research and innovation facility on the north side of Franklin Boulevard and a related parking structure to accommodate employee and student growth;
- Equip these buildings with state-of-the-art, shared scientific instruments that can be used by researchers and local Oregon companies; and
- Construct a sky bridge that will connect the Knight Campus to the main campus, enabling students and faculty and staff members to cross Franklin Boulevard safely. Both the new facilities and the

sky bridge will enhance Franklin as a gateway to Eugene.

The design and construction of the campus has been swift. Faculty, staff and students moved into the building in September, 2020.

## **Project Labor Agreement**

On January 9, 2018 the University of Oregon, Hoffman Construction in their capacity as construction manager/general contractor (CM/GC), The Oregon State Building Trades Council, and Pacific Northwest Regional Council of Carpenters signed the first Project Labor Agreement (PLA) executed on a University of Oregon construction project.

The agreement outlined agreed upon outreach efforts to recruit and retain apprentices as well as encourage bids from Minority Women and Emerging Small Business (MWESB) companies in Oregon. The PLA also outlined a process for resolving labor disputes when and if they arose. The provisions of the PLA constitute a core component of the University's efforts to establish and execute a plan for outreach, recruitment, and retention of women and minority individuals to perform work under qualified contracts funded with bond proceeds as required by SB 5505 (2017).

## **Report**

Section 11 of SB 5505 (2017) requires the University of Oregon to:

- Establish and execute a plan for outreach, recruitment, and retention of women and minority individuals to perform work under contracts funded with bond proceeds, and
- Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contracts funded with bond proceeds.

For the purposes of these reporting requirements, "Qualified contracts" means contracts that:

- (A) Are for improvements to real property in connection with the University of Oregon Campus for Accelerating Scientific Impact;
- (B) Have a cost that, at the time the contract was executed, was estimated to be greater than \$200,000; and
- (C) Are to be paid from proceeds of bonds issued under Article XI-G of the Oregon Constitution.

## **Outreach Efforts**

Hoffman Construction has built up a registry of over 3200 subcontractors and vendors that regularly perform work in the Northwestern United States, i.e. Seattle, Portland, and Eugene. During the preconstruction phase of the project, help was enlisted from several subcontracting trade partners to establish preliminary budget certainty and to generate bidder enthusiasm for the project. Many of the trade partners included minority and women owned companies. Once bid solicitations were

released, Hoffman announced all bid packages in multiple trade journals including those supported by COBID. Additionally, regular visits were made to OAME (Oregon Association for Minority Entrepreneurs) and Salem Capital Connections where bid packages were announced as “money making opportunities” during the introduction portions of each meeting.

In addition to specific MWESB outreach efforts conducted during bid phases of the project, Hoffman also met regularly with representatives from all Local Building Trades to tailor bid packages to specific trades and bidding groups. Local Building Trades attended the majority of all pre-bid meetings and made specific announcements at their monthly meetings to encourage bidder participation. These efforts were always reported on in follow up meetings.

## **Apprenticeship Rates in Qualified Contracts**

The project completed just over 90% of its expected billing as of December 12, 2020. Work associated with all major contracts is finished or substantially completed. The attached spreadsheet provides detail for contracts covered by the PLA over \$200,000. It provides information on total number of hours billed to the job, apprenticeship percentage of those hours and type of work. Overall, total project apprenticeship hours (inclusive of non-PLA scopes) is 30.49% during the period October 1, 2019 through December 12, 2020. We would like to note those subcontractors/subtier contractors reporting 30% or higher apprenticeship hours: Integrated Electronic Systems (83.32%), Straight Up Carpentry (72.5%), Integrated Systems Group (72%), Cosco Fire Protection (52.6%), Performance Contracting (50.5%), J.S. Perrott (45%), OEG (42.5%), LaRusso Concrete (37.5%), Eugene Sand & Gravel (35.9%), Hudson Bay Insulation (33.5%), and Scientific Lab Technologies (31%).

### Appendices:

- I. Project Labor Agreement
- II. Apprenticeship Tracking Report

## **Project Labor Agreement**

This Project Labor Agreement (PLA) is entered on November 8, 2017 (Effective Date) between the University of Oregon ("UO"), Hoffman Construction Company of Oregon, acting in its capacity as CM/GC for the UO construction project commonly known as the "Knight Campus Project" (CM/GC); the Oregon State Building Trades Council; the Pacific Northwest Regional Council of Carpenters (the Building Trades Council and the Pacific Northwest Regional Council will be referred to as the "Union(s)"); and Subcontractors who will be required to sign on to this PLA through subsequent letters of assent ("Subcontractors"). Collectively the "Parties".

### **Recitals:**

1. The Parties are entering into this PLA as a part of the Knight Campus Project, which is defined as that work performed under the CM/GC contract entered into between CM/GC and University of Oregon on March 12, 2017 (the "Project").
2. This PLA is meant to memorialize principles that have been agreed upon in order to recognize the importance of promoting the UO's diversity objectives and building the skilled construction labor force through the use of apprenticeship programs.
3. UO remains committed to ensuring that all of its projects are managed in a fiscally and socially responsible manner. This commitment ensures that UO's student tuition dollars and state sources of capital construction financing are used in a manner that furthers its educational mission while also acting as a community leader and partner.
4. In order to achieve the goals articulated above, the Parties have agreed to certain commitments, as articulated below.

### **Commitments:**

#### **A. Scope of commitments:**

1. The below commitments apply to the Project.
2. Notwithstanding the above, the below commitments do not apply to contracts entered into prior to the effective date of this PLA; work for the Project in which the below commitments would cause unreasonable expense or delay to the Project, as determined by UO; or other work for the Project where compliance with the PLA would limit the bidding pool to less than three offers.
3. This PLA and the commitments set forth below shall be construed as consistent with SB 5505-2 ("State Funded Bond Requirements") and to the extent there is a conflict between this PLA and the State Funded Bond Requirements, the State Funded Bond Requirements shall control.

B. CM/GC's commitments:

1. Apprenticeship requirements and Workforce objectives:

- a. On contracts that cover work performed by apprenticeable occupations where the cost at the time of execution is estimated to exceed \$200,000 (defined as "qualified contracts"), the CM/GC will require subcontractors to employ apprentices to perform 15% of the work hours;
- b. On qualified contracts, the CM/GC will require subcontractors to be registered with an apprenticeship training program and require that apprentices in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices respective apprenticeship training programs;
- c. On qualified contracts, the CM/GC will require and assist with monthly tracking of apprenticeship requirements sufficient to meet the criteria set forth in the Bond Requirements;
- d. The CM/GC will make all reasonable and necessary efforts to recruit apprentices and promote apprentice outreach;
- e. CM/GC will work to engage apprenticeship programs, dispatch centers or consultants to assist in meeting project apprenticeship project requirements.
- f. The CM/GC will establish and execute a plan for outreach, recruitment and retention of women and minority individuals to perform work under the contract;
- g. To the extent required by the Bond Requirements, CM/GC will require language setting forth the above criteria and tracking requirements in its subcontracts.

2. MWESB objectives:

- a. The CM/GC will work to develop an effective and comprehensive approach to the solicitation, recruitment and retention of minority, women and emerging small businesses (MWESB) subcontractors, this may include publishing procurement opportunities in newspapers or other circulations targeting MWESBs;
- b. The CM/GC will require all subcontractors to certify that they have not discriminated against MWESBs;
- c. The CM/GC will ensure compliance with ORS 200.045, including but not limited to subsections two and three, which require good faith efforts to subcontract with MWESB;

- d. The CM/GC will ensure compliance with UO policies prohibiting discrimination; and
  - e. On qualified contracts, the CM/GC will track and assist subcontractors in performing monthly tracking of participation of minorities, women and emerging small businesses.
3. The Subcontractors and the Unions 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 Contractors and Unions 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.

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

4. General requirements:
- a. To the extent required by the State Funded Bond Requirements, the CM/GC will require language setting forth the above objectives in its subcontracts and will require its Subcontractors to include the language in any of its subcontracts.
  - b. CM/GC further agrees that Subcontractors will be required to abide by all provisions of this Agreement by a signed letter of assent prior to commencement of each Subcontractor's construction activities on the Project.
  - c. Notice – Any Subcontractor seeking to subcontract work to which this Agreement applies shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement, and of the apprenticeship requirements and workforce objectives. Any such Subcontractor shall notify the committee in Sections F. 1 and F.9 of this Agreement of any subcontractor awarded a bid prior to any work being performed by the subcontractor.
  - d. Right to Select Qualified Bidders - The Owner, the CM/GC and/or Subcontractor shall have the absolute right to select any qualified bidder or proposer and award contracts or subcontracts on the Project without reference to the existence or non-existence of any collective bargaining agreements between the prospective contractor or subcontractor and any Signatory Union, provided only that such prospective contractor or subcontractor is willing, ready, and able to comply with this Agreement and to execute a Letter of Assent (in the form

attached as Attachment "A") should such entity be awarded work covered by this Agreement.

- e. **Hiring Procedures for Qualified Contracts:** The below requirements apply to work performed on qualified contracts, as defined in Section B(1).
  - i. **Notification of Opportunities** - The CM/GC agrees to notify each Signatory Union of all opportunities for employment on the Project. Nothing in this Agreement shall be deemed to limit a Subcontractor's right to reject proposed employees. The 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 Subcontractors shall also have the right to reject any applicant referred by a Signatory Union for any reason provided that such right is exercised in good faith, and in a nondiscriminatory manner. CM/GC will require subcontractors on qualified contracts to include language requiring the below hiring procedures in their subcontracts.
  - ii. **Union Referred Employees** - The Subcontractor shall request and the Signatory Union may refer applicants for the various journeymen and apprentice classifications as required by the CM/GC for this Project in accordance with this Agreement, or otherwise by mutual agreement of the Subcontractor and Signatory Union.
  - iii. **Referral Non-discrimination** - The Signatory 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 the diversity provisions of this Agreement.
  - iv. **Core Employees** – Subcontractors who do not have a collective bargaining relationship with the Signatory Unions on the Project, but are signatory to this Agreement via the Letter of Assent (Attachment "A"), may employ their own core employee craft workers. "Core Employees" in this context refers to craft workers who: (1) have been on a Subcontractor's payroll a minimum of 500 hours in the 6 months prior to the Project, and on the Subcontractor's active payroll a minimum of 60 days prior to start of work on the Project; (2) are working foremen, journeymen, working owner-operators, and apprentices; and (3) meet the minimum qualifications of the craft they are performing, if they are apprentices or, if they are not apprentices, shall hold all required licenses and certifications for the work of their craft. The term Core Employees does not refer to employees otherwise excluded such as supervisory, management or non-working owners of non-signatory contractors. Non-referred Core Employees at their discretion, are not represented by a Signatory Union and shall have the option, but not the obligation, to resolve disputes in accordance with the procedures set forth in this Agreement. Core Employees shall not be

required to join a Signatory Union, but shall have the option and right to do so should they so choose in accordance with the applicable Union's rules and regulations.

- v. 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.
- vi. For open shop firms who are signatory to this Agreement, 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, dispatch may alternate Core Employees and Union Referred Employees, on a one-for-one basis, with the Core Employee total number not to exceed 50% plus one worker of the Subcontractor's craft workforce, or otherwise by mutual agreement of the Subcontractor and Union. Notwithstanding the above, if a union dispatch cannot confirm within 48 hours of a request being submitted to dispatch by a Subcontractor that a Union Referred Employee is available to perform the work, the Subcontractor may use a Core Employee(s) for the duration of the work instead of a Union Referred Employee(s). This means, for example, that if a Subcontractor submits a request to a union dispatch for one Union Referred Employee and dispatch cannot confirm the availability of an employee within 48 hours of the time the request is made, the Subcontractor may use one Core Employee for the duration of the work. If the Subcontractor requests two Union Referred Employees and dispatch cannot confirm the availability of two Union Referred Employees within 48 hours, the Subcontractor can use two Core Employees for the duration of the work. However, if, for example, the Subcontractor requests two Union Referred Employees and dispatch can only confirm the availability of one Union Referred Employee within 48 hours, the Subcontractor shall utilize the Union Referred Employee (subject to the terms and conditions in this Agreement) and can use one Core Employee.
- vii. In order to facilitate the process described in section v, the Unions agree to provide the committee described in F.1 with an updated list of all union dispatch information. The list should provide contact information for each union dispatch and the preferred method of communication, i.e., phone or email. The Unions agree that Subcontractors may use the contact information and preferred method of contact described in the list to submit requests for Union Referred Employees.
- viii. Subcontractor-Signatory 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 proposed for the Project may be negotiated jointly by the Subcontractor and the appropriate Signatory Union representatives, provided any such negotiations do not cause strikes, sympathy strikes, pickets, work stoppages, slowdowns, lock outs, or other labor disruptions.

- f. **Wage Rates, Fringe Benefits and Work Rules**
  - i. **Prevailing Wage Rates for Non-Union Subcontractors**– The classification of employees and the payment by the Subcontractor of prevailing wages and fringe benefits by craft as determined by the applicable BOLI Prevailing Wage publication shall be as required by the CM/GC Contract for the Project.
  - ii. **Non-Union Subcontractors who Hire Union Referred Employees** - Subcontractors who are not signatory to an agreement with a Signatory Union, but who hire a Union Referred Employee under this Agreement, shall abide by the terms and conditions of the applicable master labor agreement, for those Union Referred Employees only. However, any non-union contractor or subcontractor and the non-union Subcontractor, who hired the Union Referred Employee under this Agreement for this Project, are not otherwise bound by any actions, determinations, terms and conditions of any Signatory Union agreements with respect to non-union employees.
  - iii. Any Subcontractor that is signatory with any of the Unions signatory to this Agreement shall comply with the terms and conditions of the applicable mast labor agreement.

C. **UO's commitments:**

1. As provided for in UO's CM/GC contract with CM/GC, UO will allow CM/GC to use bidding criteria and/or selection criteria that ensures that the above commitments and objectives are met; and
2. UO will require documentation relating to MWESB participation consistent with the criteria set forth above and the CM/GC contract.

D. **Union(s) commitments:**

1. The Union(s) commit to work with the CM/GC to encourage attendance and participation by represented businesses during pre-bid meeting and bidding opportunities throughout the course of the project;
2. The Union(s) commit to work with the CM/GC and UO to achieve their commitments and objectives set forth above and, as described Section B(4)(e)(vi), to provide an updated list of all union dispatches to the committee described in F1;
3. The Unions agree that during the term of the Project and without engaging in more formal action (including but not limited to work stoppages, slowdowns, lockouts, picketing, or other labor action at the University by the Union(s)), disputes by the Union(s) between each other or against the CM/GC or Subcontractors or the UO shall be resolved in accordance with the Dispute Resolution Procedure delineated in Section F or, if not covered by the Dispute Resolution Procedure, by other avenues permitted by law and not in violation of this section; and

4. Representatives of the Union shall have reasonable access to the Project during construction, provided they do not interfere with the work of employees and further provided that such representatives fully comply with the visitor, safety and security rules established for the Project.

E. Subcontractors:

1. Subcontractors agree to the apprenticeship requirements and MWESB objectives set forth above. This includes the obligation to provide appropriate tracking to the CM/GC. Repeated failure to meet the apprenticeship requirements or the MWESB goals may result in a material breach of Subcontractor's underlying contract with CM/GC; and
2. Subcontractors agree that disputes relating to or arising out of the Project shall be handled in accordance with the Dispute Resolution Procedures set forth in Section F. The Subcontractors agree that during the term of the Project and without engaging in more formal action (including but not limited to work stoppages, slowdowns, lockouts, picketing, or other labor action at the University by the Subcontractor(s)), disputes by the Subcontractor(s) between each other or against the CM/GC or Unions or the UO shall be resolved in accordance with the Dispute Resolution Procedure delineated in Section F or, if not covered by the Dispute Resolution Procedure, by other avenues permitted by law and not in violation of this section; and

F. Parties' commitments:

1. The Parties will form a committee that will meet regularly as discussed in this section during the term of the Project to meet and discuss this PLA and the CM/GC's selection processes generally, maintain and provide to Subcontractors an up to date list of contact information for union dispatches and act as a decision-maker for step-two grievances, as explained in Section 2. For the first three months after commencement of work on the project, as determined by the CM/GC, the committee will meet monthly. Thereafter, the committee will meet on an as needed basis as determined by UO the committee. The committee will consist of at most two Union representatives, two UO representatives, and two CM/GC representatives. UO has the right to delay or postpone these meetings. The UO and/or the CM/GC may request that non-parties join the committee meetings. The committee shall also be responsible for the duties discussed in Sections F.2 and F.9 of this Agreement.
2. Dispute resolution procedures:
  - a. Disputes between entities: Disputes (1) between Subcontractors and the CM/GC arising out of the Project or this Agreement; or (2) Subcontractors or CM/GC claims against UO arising out of this Agreement shall be handled in accordance with the dispute resolution procedures set forth in the Subcontractor's agreement with the CM/GC. Such dispute resolution procedures shall include a mandatory mediation process prior to the initiation of a formal action against another Party. The Unions shall be provided a copy of each of the

Subcontractors' contracts so as to be aware of the applicable dispute resolution procedure if needed.

- b. **Employee and Union disputes:** Any employee and union question or dispute - arising out of and during the term of this Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to the resolution procedures below. Employee and union disputes include but are not limited to: (1) all disputes arising out of or relating to the terms and conditions of union employee's employment with a Subcontractor; (2) Union disputes against the UO, CM/GC or a Subcontractor; and (3) Subcontractor, CM/GC or UO claims against the Unions. Employee and Union disputes do not include an employee's private claims based on statutes or regulations implemented to protect employees from prohibited discrimination and based outside of the parties' contract. This means, for example, that individual employees can still file claims with EEOC and BOLI arising out of instances of prohibited discrimination. Except as specifically outlined in this section F, in no event will UO be required to administer, intercede, or act a decision-maker in the grievance process. Employee and Union disputes do not include disputes between entities, as described in F(2)(a).

i. **Grievance procedures. :**

1. **Step one:** Within 10 business days of the occurrence of an Employee or Union dispute, a Union employee or the employee's local union business representative or job steward (employee representative) or the non-Union core employee who has chosen to utilize this procedure per section B.4.e.iii and section F.2.b.ii of this Agreement, shall give notice of the dispute (Notice) to the work-site representative for the Subcontractor. If the grievance is brought by the Subcontractor or the CM/GC, Notice shall be provided to the appropriate union representative. The Notice shall be in writing and describe the dispute generally, the parties involved and the desired resolution. The respective parties shall meet and endeavor to address the matter within 10 business days of the date Notice was provided.
2. **Step two:** If the parties cannot resolve the dispute within 10 business days of the Notice or if the Subcontractor or Union fail to respond within 10 business days, the employee, the employee's representative or the Subcontractor may provide Notice to the Committee described in Section F.1 (F1 Committee). Notice to the committee must be provided in writing by the Subcontractor or the Employee Representative, must be provided within ten days of the Subcontractor's or Union's decision or the date that a decision should have been provided. Failure to meet these timelines results in a waiver of claims relating to the dispute.  
At the same time the Notice is provided to the committee, the employee, the employee's representative, the Subcontractor or the CM/GC will also indicate whether they want a meeting with

the committee. The committee shall review the Notice, review relevant information submitted by the parties and meet with the parties as necessary or requested. The committee shall issue a decision to the parties within 45 business days of the date the Notice was provided to the committee.

3. **Step three:** If the parties are not able to resolve their disputes at step two or if the Committee fails to issue a decision within 45 days, as described above, either party may request mediation by sending a request for mediation to the other party and the F1 committee within ten days of receiving the committee's step-two decision or within ten days of the date the decision should have been issued. Failure to timely file results in waiver of claims relating to the dispute. The parties will split the cost of mediation, not including attorney fees. Each party shall be responsible for their own attorney fees incurred. The parties shall attempt to choose a mediator but if those attempts fail after five business days, the parties can submit up to two names to the F1 committee and the committee will choose the mediator. If mediation is not successful, the mediator shall send out a notice to the parties and the F1 committee indicating that mediation failed and either party may file for arbitration within ten days of receiving such notice. Failure to timely file for arbitration shall result in a waiver of all claims relating to the dispute. . An Arbitrator shall be selected by mutually agreement by the parties. If an arbitrator cannot be agreed to, the parties shall obtain a panel of seven (7) arbitrators from the American Arbitration Association. The parties will take turns striking from the panel, with the grieving party striking first, until there is one name remaining who shall be chosen to be the arbitrator. Arbitration shall be conducted pursuant to the rules of the American Arbitration Association. The cost of arbitration, not including attorney fees, will be borne equally by the parties and the arbitrator's decision will be final and binding. Each party shall be responsible for their own attorney fees incurred.
- i. **For non-union Core employees:** Non-union core employees are encouraged to work directly with their Employer for disputes arising out of their employment relationship. Non-union core employees may also choose to employ the grievance procedure outlined above. By making that election, non-union core employees are agreeing that the above grievance procedures are the sole and exclusive method for resolving Employee and Union disputes and waive, and release any rights to bring claims outside of the grievance process that could have been raised in the grievance process. Non-union core employees also understand that they may not seek the assistance of the union during the grievance process. By request of the non-union core employee, the Committee

may extend any of the above-referenced timelines to ensure a fair process for the employee.

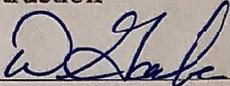
4. Parties agree and understand that throughout the course of mediation, any formal legal process and throughout the grievance and arbitration process, work on the Project will continue and obligations set forth in sections D and E shall apply. If a party(s) breaches this provision and notwithstanding the above, the non-breaching party(s) shall have the right to seek immediate injunctive relief with the Lane County court in order to enforce this provision.
5. Notwithstanding the above, neither these procedures nor this agreement shall be construed as creating privity of contract between UO and the Union(s) or between UO and the Subcontractors with respect to the terms and conditions of CM/GC's contracts with the Subcontractors or a right of action against UO relating the contractual obligations or standards of care set forth in the subcontracts between CM/GC and Subcontractors. Actions or grievances against the UO under this section F are limited to actions relating to violations of the terms of this PLA.
6. Notwithstanding the above, disputes between UO and the CM/GC shall be handled in accordance with the CM/GC contract. The above dispute resolution procedures shall not be construed as altering, waiving or modifying the CM/GC contract in anyway.
7. 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 NTD 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 Sections D.3, F.2, and F.8 of this Project Agreement, which shall apply to such work. It is understood that this is a self-contained stand-alone Agreement and that by virtue of having become bound to this Project Agreement, neither the CM/GC nor the Subcontractors will be obligated to sign any other local, area, or national agreement.
8. Jurisdictional disputes shall be in accordance with the Plan for the Settlement of Jurisdictional Disputes.
9. The committee shall be responsible for reviewing the project reporting documents created by CM/GC and in order to advise UO and CM/GC on the best method for ensuring compliance with the apprenticeship requirements and MWESB objectives set forth above. If the apprenticeship requirements and/or MWESB objectives are not being met, the committee will develop a plan of outreach to assist UO and/or the CM/GC with ensuring compliance.

G. General Provisions:

1. This agreement is the final and complete agreement between the Parties relating to the commitments described above; accordingly, it supersedes any prior or contemporaneous written or oral agreements between the Parties relating to the same subject matter.
2. Amendments to this agreement must be in writing and signed by all Parties.
3. Each party represents that the person signing below has the authority to legally bind the respective party to the terms of this agreement. The Union(s) also represent that each respective council has the authority to bind the union(s) that are members of that council.
4. Except as specifically set forth above, this agreement has no effect on UO's CM/GC contract with Hoffman or any other contracts relating to the Project.
5. Terms not defined in this PLA shall have the definitions set forth in the State Funded Bond Requirements.
6. Any notice provided in accordance with this agreement or in relation to this agreement shall be provided to:
  - a. The University of Oregon:
  - b. CM/GC:
  - c. Oregon State Building Trades Council:
  - d. The Pacific Northwest Regional Council of Carpenters:
  - e. Contractors:
    - i. \_\_\_\_\_
    - ii. \_\_\_\_\_

General Contractor

Hoffman Construction

Signature: 

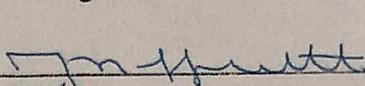
Print Name: DAVID GARSKE

Title: V.P.

Date: 1-8-18

University

University of Oregon

Signature: 

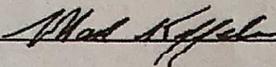
Print Name: Jamie Moffitt

Title: VP for Finance + Adm. + CFO

Date: 1/5/18

Unions

Union: Boilermakers 242

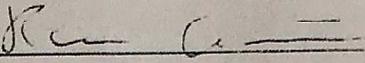
Signature: 

Print Name: Mark Keffeler

Title: B.M.S.T.

Date: 12-18-2017

Union: Roofers Local 49

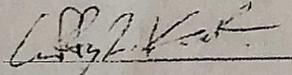
Signature: 

Print Name: Russ Casnett

Title: Business Manager

Date: 12-18-2017

Union: Cement Masons Local 555

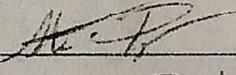
Signature: 

Print Name: Gregory L. Kossak

Title: Business Manager

Date: 12/18/17

Union: WA Local 667 Fire Sprinklers

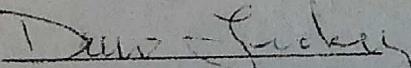
Signature: 

Print Name: Steven Pinsky for Brian Deum

Title: Business Agent

Date: 12-18-2017

Union: Local 280 IBEW

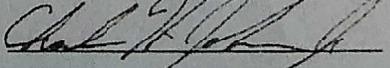
Signature: 

Print Name: Drew Lindsey

Title: Business Manager

Date: 12/19/2017

Union: SMART Local #16

Signature: 

Print Name: Charles H. Johnson

Title: Business Manager / EST

Date: 12-19-17

Union: ILOE 401

Signature: [Signature]

Print Name: JAMES D ANDERSON

Title: BRKLS

Date: 12/18/17

Union: Ironworkers 4429

Signature: [Signature]

Print Name: Joseph A. Bowers

Title: FS-7/BM

Date: 1-2-18

Union: LUNA Local 737

Signature: [Signature]

Print Name: Zack Culver

Title: BM/ST

Date: 1/2/17

Union: Bricklayers & Allied Craftworkers #1

Signature: [Signature]

Print Name: MATT EVAZER

Title: President

Date: 1-2-18

Union: Insulators IATF

Signature: [Signature]

Print Name: Watt Caudle

Title: Business Manager

Date: 1-2-18

Union: IUEC Local 23

Signature: [Signature]

Print Name: Randy Caemony

Title: Business Rep.

Date: 1/3/2018

Union: PNWRCC

Signature: [Signature]

Print Name: Jeremiah Johnson

Title: Regional Manager

Date: 1-2-18

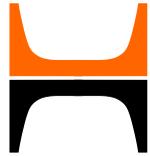
Union: Plasterers # 82

Signature: [Signature]

Print Name: Kent Sickles

Title: BUSINESS MANAGER

Date: 1-4-18



**HOFFMAN CONSTRUCTION COMPANY  
OF OREGON**

**Apprentice Hours and Bond Payments Report by Contractor and University**

UO KCASI  
HCC Job No. 5650017  
CCB #28417



**UNIVERSITY OF  
OREGON**

**Design and  
Construction**

Report Date: 12/23/20

Date Range: 10/1/19 to 12/12/20

\*\*\*All Subcontractors displayed have scopes Greater than \$200K\*\*\*

Subcontractors / subtier subcontractors	Journeyman Hours	Apprenticeship %	Subcontractor Scope	Some payments from Bond Funds	Comments
Alliance Industrial Group	3285	20.91%	Steel on Parking Garage	Yes	
Anderson Poolworks	469	16.00%	Pumping Systems		
Bassett Architectural, LP	7065	6.28%	Metal Panels		
Brown Contracting, Inc.	18	0.00%	Flatwork	Yes	
Carr Construction, Inc.	21802	26.97%	Steel Erection		
Subtier - Jobsite Stud Welding, Inc.	0	0.00%	Stud Welding		
Contract Décor, Inc.	832	0.00%	Window Treatments		
Cosco Fire Protection, Inc.	2620	52.67%	Fire Sprinklers	Yes	
Culver Glass	10844	15.77%	Interior Glazing	Yes	
Eugene Sand & Gravel, Inc.	5692	35.92%	Excavation/Grading	Yes	
Fabritec Structures, LLC	2175	24.74%	ETFE Canopy		
Ferguson Neudorf Glass	20577	22.13%	Curtainwall/Exterior Glazing		
Subtier - Stuart Dean	1587	0.00%	Façade Painting		
Floor Solutions	0	0.00%	Ceramic Tile		
Subtier - Roedel Tile Contracting Co. Inc.	1679	0.00%	Ceramic Tile		
FM Sheetmetal, Inc.	1194	25.47%	Sheet Metal	Yes	
Haldeman Homme	0	0.00%	Lab Casework/Equipment		
Subtier - BioCold Environmental, Inc	0	0.00%	Equipment		
Subtier - Scientific Lab Technologies	3988	39.00%	Lab Equipment		
Harvey & Price	636	31.05%	Plumbing & HVAC		
Hermanson Company, LLP	72093	29.35%	Mechanical/Plumbing		
Subtier - Hudson Bay Insulation	6699	33.50%	M/P Insulation		
Subtier - S2 Construction Services, LLC	1025	71.55%	Utility Piping		
Hoffman Structures, Inc.	13387	18.31%	Carpentry	Yes	
Interior Technology	618	17.15%	Coiling Doors		

<b>JS Perrott</b>	3741	45.04%	Door & Hardware Installation		
<b>Knife River</b>	0	0.00%	Precast Concrete		
Subtier - Precision Precast Erectors	28	24.97%	Precast Erection		
<b>Kone</b>	1482	45.03%	Elevator	Yes	
<b>LDC</b>	1089	43.90%	Waterproofing	Yes	
<b>OEG, Inc.</b>	55562	42.51%	Electrical	Yes	
Subtier - Aronson Security Group	0	0.00%	Access Control		No work performed on the job
Subtier - Integrated Electronic Systems, Inc.	1118	83.32%	IT/Phones	*	Subtier paid through bond funds
Subtier - Integrated Systems Group	3262	72.03%	Fire Alarms	*	Subtier paid through bond funds
Subtier - One Diversified, LLC	2264	20.56%	Audio Visual		
<b>Pacific Foundations</b>	10	0.00%	Shoring		
<b>Pence Kelly</b>	12020	29.82%	Structural Concrete	Yes	
Subtier - LaRusso Concrete	1630	37.47%	Concrete Finishing	*	Subtier paid through bond funds
Subtier - Ness Campbell Crane, Inc.	987	5.37%	Hoisting	*	Subtier paid through bond funds
Subtier - R2M2	2461	5.47%	Rebar	*	Subtier paid through bond funds
<b>Performance Contracting, Inc</b>	49918	50.50%	Framing and Drywall	Yes	
<b>Rubensstiens Contract Carpeting, Inc</b>	0	0.00%	Flooring		
Subtier - Sterling Floors	41	0.00%	Flooring		
Subtier - T&M Flooring	1449	0.00%	Flooring		
<b>Siemens Industry, Inc.</b>	0	0.00%	Building Controls	Yes	
<b>Skyline Construction Services, LLC</b>	941	2.02%	Accessories		
<b>Staton Companies</b>	0	0.00%	Demolition		
Subtier - American Concrete Cutting	0	0.00%	Demolition		
<b>Straight Up Carpentry, LLC</b>	2374	72.54%	Architectural Woodwork		
Subtier - Morales VanBlokland	1269	0.00%	Solid Surface		
<b>Swinerton Builders</b>	5165	8.99%	Cross Laminated Timber		
<b>Teufel Nursery</b>	4706	8.73%	Landscaping	Yes	
<b>Twin Rivers Plumbing</b>	0	0.00%	Subgrade Plumbing		
<b>Umpqua Roofing Co., Inc.</b>	3343	16.00%	Roofing	Yes	
<b>Western Tile &amp; Marble</b>	7365	13.88%	Exterior Stone		
<b>Wildish Construction Company</b>	2714	29.00%	Hardscape Concrete		
<b>Williamson &amp; Bleid (Portland Coatings)</b>	11516	23.61%	Painting		
<b>Venetian Terrazzo</b>	4811	0.00%	Terrazzo		Group of 4 high skilled workers performed work
Subtier - Natural Stone Designs	171	0.00%	Terrazzo		

**Total Project Apprenticeship Hours (Inclusive of Non-PLA Scopes) 30.49%**

Additional Consultants with Contract Values that Exceed \$200k that have received payments from Bond Funds	Consultant Scope	Some payments from Bond Funds	
<b>Carlson Testing</b>	Special Inspections	Yes	
<b>Bora Architects</b>	Architect of Record	Yes	
Affiliated Engineering Inc	MEP Engineering	Yes	
Ennead Architects	Design Architect		
Jacobs Laboratory Consulting	Laboratory Consultant		
KPF Engineers	Civil Engineering	Yes	
Place Landscape Architects	Landscaping	Yes	
Shen Milsom & Wilke	AV/IT	Yes	
Thorton Thomasetti Structural Engineers	Structural Engineering		
Wood Harbinger Engineering	Utility Engineering		