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7999

APPENDIX 1

PRICE PROPOSAL FORM

Bonding Company

See Pages B1 to B5.

FORM B
PRICE PROPOSAL
 Washington State Department of Transportation
 Design-Build Request for Proposals
 SR 99 Bored Tunnel Alternative Design-Build Project

Item No.	Item Description	Unit	Plan Quantity	Unit Price	Item Total
TUNNEL CONSTRUCTION					
1	Design-Build Work - South U-Section	CALC	1.00	CALC	\$1.00
2	Design-Build Work - South Tunnel Operations Building	LS	1	\$25,000,000.00	\$25,000,000.00
3	Design-Build Work - South Cut-and-Cover	LS	1	\$200,000,000.00	\$200,000,000.00
4	Design-Build Work - Bored Tunnel	LS	1	\$557,000,000.00	\$557,000,000.00
5	Design-Build Work - North Cut-and-Cover	LS	1	\$140,000,000.00	\$140,000,000.00
6	Design-Build Work - North Tunnel Operations Building	LS	1	\$30,000,000.00	\$30,000,000.00
SETTLEMENT MITIGATION					
7	Advance Mitigation - Alaskan Way Viaduct Bents E121 to E130	LS	1	\$0.00	\$0.00
8	Advance Mitigation - Alaskan Way Viaduct Bents 92, 93, & 101 to 117	LS	1	\$100,000,000.00	\$100,000,000.00
9	Advance Mitigation - Alaskan Way Viaduct Bents 94 to 100	LS	1	\$12,850,000.00	\$12,850,000.00
10	Advance Mitigation - A160, Al Bocalino Ristorante	LS	1	\$5,000,000.00	\$5,000,000.00
11	Advance Mitigation - T252, Western Building	LS	1	\$2,000,000.00	\$2,000,000.00
12	Advance Mitigation - T251, Polson Building	LS	1	\$4,000,000.00	\$4,000,000.00
13	Advance Mitigation - A161, Commuter Parking Garage	LS	1	\$4,000,000.00	\$4,000,000.00
14	Advance Mitigation - A159, Commuter Center Building	LS	1	\$4,000,000.00	\$4,000,000.00
15	Advance Mitigation - T243, Federal Office Building	LS	1	\$0.00	\$0.00
16	Advance Mitigation - T237, Alexis Building	LS	1	\$0.00	\$0.00
17	Advance Mitigation - T234, National Building	LS	1	\$0.00	\$0.00
18	Advance Mitigation - T236, Arlington South	LS	1	\$0.00	\$0.00
19	Advance Mitigation - T235, Arlington North	LS	1	\$0.00	\$0.00
20	Advance Mitigation - T231, Watermark Tower	LS	1	\$0.00	\$0.00
21	Advance Mitigation - T230, Colonial/Grand Pacific Building	LS	1	\$0.00	\$0.00
22	Advance Mitigation - T223, Harbor Steps, Southeast Tower	LS	1	\$0.00	\$0.00
23	Advance Mitigation - T222, Harbor Steps Plaza	LS	1	\$0.00	\$0.00
24	Advance Mitigation - T216, Harbor Steps, Northeast Tower	LS	1	\$0.00	\$0.00

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Item No.	Item Description	Unit	Plan Quantity	Unit Price	Item Total
25	Advance Mitigation - T86, Seattle FFD	LS	1	\$0.00	\$0.00
26	Advance Mitigation - T90, 5th & Bell Building	LS	1	\$0.00	\$0.00
27	Advance Mitigation - A114, Fountain Court Apts	LS	1	\$0.00	\$0.00
28	Advance Mitigation - T77, 6th & Wall Building	LS	1	\$0.00	\$0.00
29	Advance Mitigation - A110, Archstone Belltown Apartments	LS	1	\$0.00	\$0.00
30	Compensation Grouting from Within Building	HOUR	100	\$2,000.00	\$200,000.00
31	Compaction & Contact Grouting from Within Building	HOUR	400	\$2,000.00	\$800,000.00
32	Compensation Grouting from Shaft or Ground Surface	HOUR	1,800	\$1,800.00	\$3,240,000.00
33	Compaction & Contact Grouting from Shaft or Ground Surface	HOUR	200	\$1,800.00	\$360,000.00
34	Grout Hole in Tunnel Liner	EACH	500	\$2,500.00	\$1,250,000.00
	MISCELLANEOUS ITEMS				
35	Non-Specification Material Price Adjustment	CALC	-1.00	CALC	-\$1.00
36	Non-Specification Material Compaction Price Adjustment	CALC	-1.00	CALC	-\$1.00
37	Ride Smoothness Price Adjustment	CALC	-1.00	CALC	-\$1.00
38	Escalation Fund	CALC	1.00	CALC	\$1.00
39	Bond and Insurance Allowance	EST	1.00	EST	\$1.00
40	Partnering	EST	1.00	EST	\$1.00
41	DRB	EST	1.00	EST	\$1.00
	Total Proposal Price = SUM of Item Totals, Lines 1 through 41				\$1,089,700,002.00

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Note: For Lump Sum Items, the Proposer shall enter the Item Total in the space provided for each Lump Sum Item listed. For Unit Price items, the Proposer shall enter the Unit Price and the Item Total (Plan Quantity times Unit Price) for each Item listed. The Proposer shall also enter the Total Proposal Price as the Sum of the Item Totals.

Note: For the purposes of providing a common basis for price evaluation for all Proposers, with respect to Item 1 and Items 35 through 41, WSDOT has entered an amount for such Line Items in the Proposal Form to become a part of the Total Proposal Price by the Design-Builder. Costs for such matters shall not be included in any other Line Item. Compensation for such Line Items shall be made as specified in the Contract Documents.

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Bid Item Description

Bid Items 1, 2, and 3

Design Build Work – South U-Section, South Tunnel Operations Building, and South Cut-and-Cover

Includes all costs to design, stage, and construct the Work in accordance with the Contract Documents in the South Portal Area.

Bid Item 4

Design Build Work – Bored Tunnel

Includes all costs to design, stage, and construct the Work in accordance with the Contract Documents within the limits of the Bored Tunnel.

Bid Items 5 and 6

Design Build Work – North Cut-and-Cover, North Tunnel Operations Building

Includes all costs to design, stage, and construct the Work in accordance with the Contract Documents in the North Portal Area.

Bid Item 7, 8 and 9

Advance Mitigation – Alaskan Way Viaduct: in accordance with requirements of TR Section 2.52.5.4.

Bid Item 10

Advance Mitigation – Building No. A160 Al Bocalino Ristorante: Includes all work necessary to design, obtain permits, and implement the mitigation method determined by Design-Builder.

Bid Item 11

Advance Mitigation – T252, Western Building: Demolition of building: All costs.

Bid Items 12, 13, and 14

Advance Mitigation – Buildings where compensation grouting from shaft and building strengthening are used: Includes all work necessary to design, obtain permits, and prepare for compensation grouting from a shaft including constructing the shaft, instrumentation, drilling and installing grout pipes; pre-conditioning grouting, and post-construction demobilization, traffic control, and restoration of the site. Also includes building strengthening for Buildings T251, A161, and A159 as stated in the Proposal.

REQUEST FOR PROPOSAL

October 22, 2010

INSTRUCTIONS TO PROPOSERS
B-3

Bid Items 15, 16, 17, 18, 19, 20, 21, 25, 26, 27, 28, and 29

Advance Mitigation – Buildings where compensation grouting is used: Includes all work necessary to design, obtain permits, and prepare for compensation grouting from a shaft or angled holes from the ground surface including shaft construction (where required) instrumentation, drilling and installing grout pipes; pre-conditioning grouting, and post-construction demobilization, traffic control, and restoration of the site.

Bid Items 22, 23, and 24

Advance Mitigation – Buildings where compaction & contact grouting from inside a building is used: Includes all work necessary to design, obtain permits, and prepare for compaction grouting and contact grouting below building foundation from inside the building including instrumentation, drilling and installing grout pipes; pre-conditioning grouting and post-construction demobilization and restoration of the site.

Bid Item 30

Compensation Grouting From Within Building

By the crew hour, includes all cost of labor, equipment, and materials for which no other payment is made. Measurement by the hour, rounded to the nearest hour increment, for time that grout crews maintain readiness to grout, for grouting, and for movement of labor, equipment, and material between locations where building protection is required. Time for initial crew, equipment, and material mobilization and final crew, equipment, and material demobilization shall not be measured for payment. Payment for Advance Mitigation work is made separately.

Bid Item 31

Compaction & Contact Grouting From Within Building

By the crew hour, includes all cost of labor, equipment, and materials for which no other payment is made. Measurement by the hour, rounded to the nearest hour increment, for time that grout crews maintain readiness to grout, for grouting, and for movement of labor, equipment, and material between locations where building protection is required. Time for initial crew, equipment, and material mobilization and final crew, equipment, and material demobilization shall not be measured for payment. Payment for Advance Mitigation work is made separately.

Bid Item 32

Compensation Grouting From Shaft or Ground Surface

By the crew hour, includes cost of labor, equipment, and materials for which no other payment is made. Measurement by the hour, rounded to the nearest hour increment, for time that grout crews maintain readiness to grout, for grouting, and for movement of labor,

1 equipment, and material between locations where building protection is required. Time for initial crew, equipment, and material
2 mobilization and final crew, equipment, and material demobilization shall not be measured for payment. Payment for Advance Mitigation
3 work is made separately.
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6 **Bid Item 33**

7 Compaction & Contact Grouting From Shaft or Ground Surface

8 By the crew hour, includes cost of labor, equipment, and materials for which no other payment is made. Measurement by the hour,
9 rounded to the nearest hour increment, for time that grout crews maintain readiness to grout, for grouting, and for movement of labor,
10 equipment, and material between locations where building protection is required. Time for initial crew, equipment, and material
11 mobilization and final crew, equipment, and material demobilization shall not be measured for payment. Payment for Advance Mitigation
12 work is made separately.
13

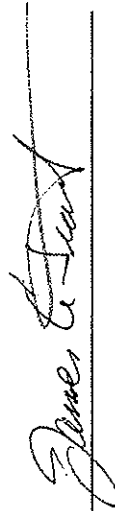
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15 **Bid Item 34**

16 Grout Hole in Tunnel Liner

17 Payment will be made for all costs associated with the work including but not limited to mobilization and demobilization, drilling of angled
18 or radial holes from within the tunnel through the precast segmental lining including all labor, equipment, and materials of any kind used
19 during the period of the activities associated with drilling angled or radial holes through the lining for injection of Compaction Grout
20 placed from the Tunnel to compensate for ground loss during tunneling. Payment shall be for angled or radial hole successfully drilled
21 and ready to be grouted. All costs for injection of grout from the tunnel shall be incidental.
22

23 [DESIGN-BUILDER SIGNATURE]

24 By: _____



25 James A. Frost

26 Name: Antonio Jose Nuevas Guadix

27 Title: Executive Vice President, Dragados-USA, Inc. Executive Vice President, Tutor Perini Corporation

1 **APPENDIX 2**

2 **ABBREVIATIONS AND DEFINITIONS**

3 As used in the Contract to which this Appendix is attached and in the other Contract Documents
4 (unless otherwise specified therein), the following abbreviations and terms shall have the
5 meanings set forth below (whether or not capitalized and unless the context requires
6 otherwise). Unless otherwise specified, references to Articles, Sections and Appendices shall
7 mean Articles and Sections of the Contract and Appendices attached to the Contract.

8 **1. Abbreviations**

AAA	American Arbitration Association
AADT	Annual average daily traffic
AAN	American Association of Nurserymen
AAP	AASHTO Accreditation Program
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AC	Alternating Current
ACHP	Advisory Council on Historic Preservation
ACI	American Concrete Institute
ACM	Asbestos-containing Materials
ADA	Americans with Disabilities Act
ADR	Alternative Dispute Resolution
ADT	average daily traffic
AEIC	Association of Edison Illuminating Companies
AES	Audio Engineering Society
AGA	American Gas Association
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMRL	AASHTO Materials Reference Laboratory
AMS	Aerospace Material Specification
ANSI	American National Standards Institute
APA	American Plywood Association
APE	Area of Potential Effect
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Engineering Association
AREMA	American Railway Engineering & Maintenance-of-Way Association
ARTBA	American Road & Transportation Builders Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASCI	American Standard Code for Information Interchange
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing

ASTM	American Society for Testing and Materials
ATC	Alternative Technical Concept
ATMS	advanced traffic management system
ATR	Automatic Traffic Recorder
ATSSA	American Traffic Safety Services Association
AWG	American Wire Gauge
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BAFO	Best and Final Offer
BLSF	Bordering Land Subject to Flooding
BMP	Best Management Practice
CADD	computer-assisted drafting and design
CCTV	Closed Circuit Television
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, <i>et seq.</i>
CFR	Code of Federal Regulations
CLI	Chain Link Institute
CMP	Communications Plenum Cable or Corrugated Metal Pipe
CMS	Changeable Message Sign
COA	Condition of Award
COAX	Radio Frequency Transmission Cable (Coaxial Cable)
COE	(U.S.) Army Corps of Engineers
COM	Communications
CPM	Critical Path Method
CRAB	County Road Administration Board
CRSI	Concrete Reinforcing Steel Institute
CRT	Console Monitor (Cathode Ray Tube)
CSI	Construction Specifications Institute
CUF	Commercially Useful Function
CV	Compacted Volume
dB	Decibels
D-B	Design-build
DBE	Disadvantaged Business Enterprise
DIPRA	Ductile Iron Pipe Research Association
DOIT	Seattle Department of Information Technology
DRB	Dispute Review Board
DTM	digital terrain model
DWG	Drawing
ECI	Environmental Compliance Inspector
ECM	Environmental Compliance Manager
ECP	Environmental Compliance Plan
EEI	Edison Electric Institute
EEO	Equal Employment Opportunity
EIA	Electronic Industries Alliance
EIP	Environmental Investigation Plan
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
EPD	Escrowed Proposal Documents
EQPT	Equipment
ESAL	Equivalent Single Axle Loads

EV	Excavated Volume
EVP	Emergency Vehicle Pre-Emption
F	Fahrenheit
FAR	Federal Acquisition Regulation
FCC	Federal Communications Commission
FEIS	Final Environmental Impact Statement
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FICA	Federal Insurance Compensation Act
FOP	Field Operating Procedure
FSS	Federal Specifications and Standards, General Services Administration
FUTA	Federal Unemployment Tax Act
GAAP	Generally Accepted Accounting Principles
GEC	General Engineering Consultant
GFI	Ground Fault Interrupter
HAC	High Accident Corridor
HAL	High Accident Location
HH	Handhole
HOV	High Occupancy Vehicle
HUD	United States Department of Housing and Urban Development
ICEA	Insulated Cable Engineers Association
IDF	Intensity, duration, and frequency
IEEE	Institute of Electrical and Electronics Engineers
IES	Illumination Engineering Society
IIMS	Incident Information Management System
IMC	Intermediate Metal Conduit
IMSA	International Municipal Signal Association
IPS	Iron Pipe Size
IRI	International Roughness Index
ISA	Initial Site Assessment
ISDN	Integrated services digital network
ISO	International Organization for Standardization
ISP	Information or Internet Service Providers
ITC	Information Transmission Capacity
ITE	Institute of Transportation Engineers
ITP	Instructions to Proposers
ITS	Intelligent Transportation System
JEDEC	Joint Electronic Device Engineering Council
JIC	Joint Industrial Council
JMF	Job Mix Formula used in the Bituminous Specifications
KC-WTD	King County Wastewater Treatment Division
Kph	Kilometers per hour
KV	Kilovolt
KVA	Kilovolt Ampere
KW	Kilowatt
LAN	Local Area Network
LAPB	Link Access Protocol, Balanced
Lc	Length of Simple Curve
LED	Light Emitting Diode
LGU	Local Government Unit
LHWCA	Longshore and Harbor Workers Compensation Act

LID	Local Improvement District
LLRU	Lowest Level Replaceable Unit
LPI	Lighting Protection Institute
Ls	Length of Spiral Curve
LS	Line Section
LV	Loose Volume for Measurements, or Leveling Course for Bituminous
MACM	Maximum Achievable Control Measures
Mb	Megabit
Mbps	megabits per Second
MBTA	Migratory Bird Treaty Act
MCBF	Mean Cycles Between Failures
MCCP	Maintenance Catenary Control Panel
MIS	Management Information System
MMIS	Maintenance Management Information System
MMP	Materials Management Plan
MMU	Malfunction Management Unit
MOA	Memorandum of Agreement
MOT	maintenance of traffic
mph	miles per hour
MSE	Mechanically Stabilized Earth
MSHA	Mine Safety and Health Act
MUTCD	Manual on Uniform Traffic Control Devices
NAVD	North American Vertical Datum
NBIS	National Bridge Inspection Standards
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NFPA	National Fire Protection Association
NHS	National Highway System
NICET	National Institute for Certification in Engineering Technologies
NIST	National Institute of Standards and Technology
NMC	Non-Metallic Conduit
No.	When reference is to wire, it is the AWG Gauge number
NPDES	National Pollution Discharge Elimination System
NRMCA	National Ready Mix Concrete Association
NTP	Notice to Proceed
NTS	Not to Scale
OEM	Original Equipment Manufacturer
OEO	Office of Equal Opportunity
OMWBE	Office of Minority and Women's Business Enterprises
OPX	Off-Premises Extension
OSHA	Occupational Safety and Health Administration
OSM	Office of Surface Mining
P/PCI	Precast/Prestressed Concrete Institute
PAL	Pedestrian Accident Location
PCA	Portland Cement Association
PCB	Polychlorinated biphenyls

PCCP	Portland Cement Concrete Pavement
PDA	pile-driving analyzer
PE	Professional Engineer
PG	performance grade
PIV	Peak Invert Voltage
PLS	Pure Live Seed
PM	Project Manager
PPI	Plastic Pipe Institute
PQCI	process quality control inspection
PQCT	process quality control testing
PQI	Pavement Quality Index
PRI	Pavement Rutting Index
PSI	Pavement Serviceability Index
PSR	Pavement Serviceability Rating
Pvc	Point of Vertical Curvature
PVC	Polyvinyl Chloride
PVI	Point of Vertical Intersection
Pvt	Point of Vertical Tangency
PWR	Power
QA	Quality Assurance
QC	Quality Control
QCP	Quality Checkpoint
QMP	Quality Management Plan
QPL	Qualified Products List
R	Radius
RACM	Reasonable Achievable Control Measures
RAM	Request for Approval of Material
RCRA	Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 <i>et seq.</i>
RCS	Ramp Control Signal
RCW	Revised Code of Washington (Laws of the State)
REA	Rural Electrification Association
RECs	Recognized Environmental Conditions
RF	Radio Frequency
RFP	Request for Proposals
RFQ	Request for Qualifications
RGS	Rigid Galvanized Steel Conduit
RHW	Moisture and Heat Resistant or Cross Linked Synthetic Polymer
RID	Road Improvement District
RMS	Root Mean Square
ROD	Record of Decision
ROW	Right of Way
RSC	Rigid Steel Conduit
RWIS	Roadway and Weather Information System
SAE	Society of Automotive Engineers
SAP	Sampling Analysis Plan
SBA	Small Business Administration
SCL	Seattle City Light
SDOT	Seattle Department of Transportation
SEPA	State Environmental Policy Act
SFD	Seattle Fire Department
SHPO	State Historic Preservation Officer

SI	International System of Units (The Modernized Metric System)
SI&A	Structural Inventory and Appraisal
SIC	Standard Industrial Code, U.S. Department of Labor
SMP	Stormwater Management Plan
SMS	Stormwater Management Standards
SOP	Standard Operating Procedure
SOQ	Statement of Qualifications
SP	State Project
SPCS	State Plane Coordinate System
SPDT	Single Pole Double Throw
SPST	Single Pole Single Throw
SPU	Seattle Public Utilities
SPUI	Single Point Urban Interchange
SSPC	Steel Structures Painting Council
SUTA	State Unemployment Tax Act
SV	Stockpiled Volume
SWPPP	Stormwater Pollution Prevention Plan
TBM	Tunnel Boring Machine
TCP	Traffic Control Plan
TDM	Transportation Demand Management
TESC	Temporary Erosion and Sediment Control
THHN	Heat Resistant Thermoplastic
THW	Moisture and Heat Resistant Thermoplastic
THWN	Moisture and Heat Resistant Thermoplastic
TIA	Telecommunications Industry Association
TIB	Transportation Improvement Board
TIMP	Traffic Incident Management Plan
TMS	Traffic Management System
TMSRs	Traffic Management Strategy Reports
TRB	Transportation Research Board
TSM	Traffic System Management
TR	Technical Requirements
U.S.C.	United States Code
UBC	Uniform Building Code
UDS	Utility Design Sheet
UIS	Utility Information Sheet
UL	Underwriters Laboratory
ULID	Utility Local Improvement District
UMTA	Urban Mass Transit Administration
UPS	Uninterruptible Power Supply
USCG	United States Coast Guard
USCS	Unified Soil Classification System
USDOT	United States Department of Transportation
USFWS	U.S. Fish and Wildlife Service
USGS	United States Geological Survey
UV	Ultra Violet
VAC	Volt Alternating Current (60 Hz)
VC	Vertical Curve
VDC	Volt Direct Current
WAC	Washington Administrative Code
WAQTC	Western Alliance for Quality Transportation Construction

WCLIB	West Coast Lumber Inspection Bureau
WISHA	Washington Industrial Safety and Health Administration
WOSCA	Washington-Oregon Shippers Cooperative Association
WRI	Wire Reinforcement Institute
WSDOE	Washington State Department of Ecology
WSDOT	Washington State Department of Transportation
WWPA	Western Wood Products Association
XHHW	Moisture and Heat Resistant Cross Linked Synthetic Polymer

1 **2. Items of Work**

Agg.	Aggregate
Al.	Aluminum
ATB	Asphalt Treated Base
BST	Bituminous Surface Treatment
CCTV	Closed Circuit Television
Cl.	Class
Cfm	Cubic Feet per Minute
Cfs	Cubic Feet per Second
Comb.	Combination
Conc.	Concrete
CPF	Composite Pay Factor
Crib.	Cribbing
Culv.	Culvert
cy or cu yd.	Cubic Yard
Diam.	Diameter
ESAL	Equivalent Single Axle Loads
Est.	Estimate or Estimated
Excl.	Excluding
F	Fahrenheit
Gph	Gallon per Hour
Gpm	Gallon per Minute
Hund.	Hundred
HMA	Hot Mix Asphalt
In.	Inch
Incl.	Including
ITS	Intelligent Transportation System
JMCIF	Job Mix Compliance Incentive Factor
JMF	Job Mix Formula
Lb	Pound(s)
LED	Light Emitting Diode
LF or Lin. Ft.	Linear Foot (Feet)
LS	Lump Sum
M	Thousand
MBM	Thousand Feet Board Measure
MUTS	Minimum Ultimate Tensile Strength
PCPS	Precast/Prestressed
Pres.	Pressure
PSI	Pounds per Square Inch
PVC	Polyvinyl Chloride
RAP	Recycled Asphalt Pavement
Reg.	Regulator

Reinf.	Reinforced, Reinforcing
Sec.	Section
St.	Steel
Str.	Structural
Sy or sq. yd.	Square Yard(s)
Th.	Thick or Thickness
Tr.	Treatment
Va	Air Voids
VC	Vitrified Clay
VFA	Voids Filled with Asphalt
VMA	Voids in Mineral Aggregate
VMS	Variable Message Sign

1 **3. Definitions**

2 **Acceleration Costs** means those fully documented increased costs reasonably incurred by
3 Design-Builder (i.e., costs over and above what Design-Builder would otherwise have incurred)
4 which are directly attributable to increasing the performance level of the Work in an attempt to
5 complete necessary activities of the Work earlier than otherwise anticipated, such as for
6 additional equipment, additional crews, lost productivity, overtime and shift premiums, increased
7 supervision, and any unexpected movement of materials, equipment, or crews necessary for
8 resequencing in connection with acceleration efforts.

9 **Actual Start** has the meaning set forth in TR Section 2.1.6.

10 **Actual Finish** has the meaning set forth in TR Section 2.1.6.

11 **Additional Deformation Work** means Deformation Mitigation Measures or repair work
12 undertaken to avoid, limit, minimize or repair damage to Structures or Utilities resulting from
13 Deformation within the allowable Deformation tolerance for a Structure or Utility as set forth in
14 Section 5.9.3, regardless of who performs the work.

15 **Adjustment / Adjust** means each removal, relocation, reconstruction, abandonment,
16 Temporary Relocation, provision of temporary services, or Protection in Place (whether
17 permanent or temporary) of any existing Utility facility that (a) is necessary in order to
18 accommodate or permit construction of the Project, or (b) constitutes a Deformation Mitigation
19 Measure and is considered Adjustment Work pursuant to Section 7.2.1.2.1. Each Adjustment
20 includes backfilling and pavement restoration, and any other work with respect to such a Utility
21 described in Section 7.2 or in TR Section 2.10 except as otherwise stated in Section 7.2.1.2.2.

22 **Adjustment Agreement** means an agreement (as the same may be amended from time to
23 time) between Design-Builder and a Utility Owner that provides specific details for the
24 Adjustment of one or more particular Utilities. A document is an "Adjustment Agreement" if it
25 meets the definition set forth herein, without regard to the title of the document.

26 **Adjustment Costs** means the direct and indirect costs of performing Adjustment Work
27 (including costs incurred by Utility Owners for acquisition of necessary utility easements or
28 other interests in real property) after applying any customary credits for salvage and/or
29 depreciation. If Design Builder is obligated to reimburse a Utility Owner for Adjustment Costs,
30 the term shall encompass all costs that the Adjustment Agreement specifies are reimbursable.
31 Notwithstanding the foregoing, the term excludes costs attributable to Incidental Utility Work as
32 well as costs attributable to Betterments.

1 **Adjustment Work** means all efforts and costs necessary for Adjustment of Utilities to
2 accommodate the Project (excluding any work on Prescheduled Adjustments other than
3 Design-Builder's responsibility to coordinate with such work and including all Incidental Utility
4 Work), whether performed or incurred by Design-Builder or by or on behalf of the Utility Owner,
5 including labor, equipment and materials associated with the design, design review,
6 construction, construction management, permit processing and fees, inspection, real property
7 acquisition, and administrative and overhead costs. Without limiting the generality of the
8 foregoing, the Deformation Mitigation Measures described in Section 7.2.1.2.1 are considered
9 Adjustment Work; all other Deformation Mitigation Measures and any repair of damage to
10 Utilities resulting from Deformation is not considered Adjustment Work.

11 **Affiliate** means:

12 (a) Any Person that directly or indirectly through one or more intermediaries
13 controls, or is controlled by, or is under common control with, Design-Builder or any
14 Major Participant; and

15 (b) Any Person for which 10 percent or more of the equity interest in such Person is
16 held directly or indirectly, beneficially, or of record by, (i) Design-Builder, (ii) any Major
17 Participant, or (iii) any Affiliate of Design-Builder under clause (a) of this definition.

18 For purposes of this definition, the term "control" means the possession directly or indirectly, of
19 the power to cause the direction of the management of a Person, whether through voting
20 securities, by contract, family relation, or otherwise.

21 **Alternative Technical Concept (ATC)** means the concepts proposed by Design-Builder and
22 approved by WSDOT pursuant to the ITP which modify the Basic Configuration or other
23 requirements of the Contract Documents.

24 **Apprentice** is a person enrolled in a State-Approved Apprenticeship Training Program.

25 **Apprentice Utilization Requirement** is expressed as a percentage of the project Labor Hours
26 performed by Apprentices.

27 **As-Built Plans** means the as-built documents furnished by Design-Builder, documenting the
28 details and dimensions of the completed Work, as described in TR Section 2.12.

29 **As-Built Contract Schedule** has the meaning set forth in TR Section 2.1.6.

30 **Baseline Candidate** has the meaning set forth in TR Section 2.1.6.

31 **Baseline Contract Schedule or Baseline Schedule** has the meaning set forth in TR
32 Section 2.1.6.

33 **Basic Configuration** means the following elements of the Project described or shown in
34 Technical Requirements Appendices M1 and R1, as such elements may have been modified
35 (with WSDOT's permission) in the Proposal:

- 36
- 37 • Location of tunnel portals
 - 38 • Horizontal and vertical alignments
 - 39 • Number of highway lanes
 - Lane and shoulder widths

- 1 • Minimum vertical clearances
- 2 • Approximate project limits
- 3 ○ In the south portal area, the project limit is the point where all SR 99 roadways
- 4 have reached existing grade including systems interfaces as generally
- 5 described in TR Appendix M4.H. Roadways in this definition refers to the SR
- 6 99 northbound mainline, the SR 99 southbound mainline, and the on and off
- 7 ramps connecting SR 99 to Royal Brougham Way.
- 8 ○ In the north portal area, the project limit is the northerly limit of the Cut-and-
- 9 Cover Tunnels including systems interfaces as generally described in TR
- 10 Appendix M4.H.
- 11 • Project Right of Way limits
- 12 • Underground tunnel easements
- 13 • Location and number of tunnel operations buildings

14 **Betterment** means, with respect to a given Utility facility, any upgrading of such facility that is
15 not attributable solely to the construction of the Project, and is made solely for the benefit of
16 and at the election of the Utility Owner, including an increase in the capacity, capability, level of
17 service, efficiency, duration, or function of the relocated or replaced or new facility over that
18 which was provided by the existing facility; provided, however, that the following are not
19 considered Betterments:

- 20 (a) Any upgrade necessary for safe and effective construction of the Project.
- 21 (b) Replacement devices or materials that meet equivalent standards although they
- 22 are not identical.
- 23 (c) Replacement of devices or materials no longer regularly manufactured with the
- 24 next highest grade or size.
- 25 (d) Any upgrading required by applicable Laws.
- 26 (e) Replacement devices or materials which are which are used for reasons of
- 27 economy (e.g. non-stocked items may be uneconomical to purchase).
- 28 (f) Any upgrading required by the Utility Owner's Utility Standards in effect as of the
- 29 date of execution of the applicable Utility Agreement.
- 30 (g) Any discretionary decision by a Utility Owner contemplated within a particular
- 31 Utility Standard.

32 Notwithstanding the foregoing, in case of any discrepancy between the determination of
33 applicable Utility Standards and/or the definition of "Betterment" set forth above, and the
34 determination of applicable Utility Standards and/or the definition of Betterment in the Utility
35 Agreement applicable to a particular Private Utility, the terms of the Utility Agreement shall
36 apply.

37 **Bond and Insurance Fund** means the fund described in Section 10.1.4.

38 **Business Days** means days on which WSDOT's Olympia headquarters office is officially open
39 for business.

40 **Calendar Days** means any day, or portion of a day, on the calendar including Saturdays,
41 Sundays, and legal holidays, beginning and ending at midnight.

- 1 **Category #1 Utility** has the meaning set forth in Section 7.2.
- 2 **Category #2 Utility** has the meaning set forth in Section 7.2.
- 3 **Change Notice** has the meaning set forth in Section 11.5.1.
- 4 **Change Order** has the meaning set forth in Section 11.1.1.
- 5 **City** means the City of Seattle, including the Seattle Department of Transportation, Seattle City
6 Light, Seattle Public Utilities, Seattle Department of Information Technology, and any other
7 department through which the City of Seattle may act, depending on the context.
- 8 **Completion Deadline** means the Substantial Completion Deadline, Physical Completion
9 Deadline, and/or Final Completion Deadline, depending on the context.
- 10 **Conceptual Design (or Conceptual Plans)** means (a) the design concept presented in TR
11 Appendix M2, and (b) the conceptual Utility Adjustment plans presented in TR Appendix U.
- 12 **Contract** means that certain Design-Build Contract, SR-99 Bored Tunnel Alternative Design-
13 Build Project, to which this Appendix 2 is attached, executed by WSDOT and Design-Builder,
14 including any and all Appendices and amendments thereto.
- 15 **Contract Bonds** means the Payment Bond, the Performance Bond furnished by Design-
16 Builder pursuant to Section 19.1.
- 17 **Contract Documents** means the documents identified in Section 1.2, including all
18 amendments to the foregoing and all issued Change Orders and amendments to the Contract.
- 19 **Contract Schedule** means the price-loaded critical path method schedule setting forth the plan
20 for performance of the Work as described in TR Section 2.1.6 including the Baseline Contract
21 Schedule and Monthly Contract Schedule Update.
- 22 **Contract Time** means the designated duration, as set forth in Section 4.2, from NTP 2 through
23 Substantial Completion.
- 24 **Cost Responsibility** means a legal or contractual obligation requiring a Utility Owner to pay for
25 Adjustment Costs.
- 26 **Critical Path** means each critical path on the Contract Schedule which ends on the contractual
27 deadline for Substantial Completion (i.e. the term shall apply only following consumption of all
28 available float in the schedule for Substantial Completion). The lower case term "critical path"
29 shall generally mean the sequence of activities that shows the shortest time path for completion
30 of the Project.
- 31 **DBE Performance Plan** means the plan submitted by Design-Builder with its Proposal.
- 32 **DBE Progress Reports** has the meaning set forth in Section 9 of Appendix 6.
- 33 **DB-Related Entities** means Design-Builder, Major Participants, Subcontractors, suppliers, their
34 employees, agents and officers and all other Persons for whom Design-Builder may be legally
35 or contractually responsible.

1 **Deformation** means any 3-dimensional displacement or combination of displacements of a
2 Structure or a Utility. The terms "tilt," "strain," "settlement," "heave," "lateral movement," and
3 related terminology are used as being common industry terminology for Deformation in specific
4 situations. Where such industry terminology is used for convenience herein, it does not imply
5 that the broad definition of Deformation has been limited.

6 **Deformation Mitigation Measures** are measures taken to avoid, limit and minimize
7 Deformation and damage to Structures or Utilities caused by Deformation. The term does not
8 include repair of damage to Structures or Utilities caused by Deformation.

9 **Deformation Mitigation and Repair Fund** is the fund established by WSDOT in the amount of
10 \$20,000,000 to pay for certain costs of Deformation Mitigation Measures or repair work
11 undertaken to avoid, limit, minimize or repair damage to Structures or Utilities resulting from
12 Deformation, as described in Sections 5.9.3 and 5.9.4.

13 **Department or WSDOT** means the Washington State Department of Transportation, or the
14 political subdivision, governmental body, board, commission, office, department, division, or
15 agency constituted for administration of the Work within its jurisdiction.

16 **Design-Builder** has the meaning set forth in the first page of the Contract.

17 **Design-Builder Initiated Change Proposal** has the meaning set forth in Article 12.

18 **Design-Builder Proposal Commitments and Clarifications** means those commitments and
19 clarifications made by Design-Builder in its Proposal to exceed a requirement included in the
20 Contract Documents and described in Appendix 3. For example, a Design-Builder Proposal
21 Commitment may be associated with schedule, management, organization, and/or design
22 details.

23 **Design-Builder's Project Manager** means the person designated by Design-Builder to
24 supervise the Project and to receive delivery of notices to Design-Builder per Section 26.6.1.

25 **Design Deviation** means a documented decision by WSDOT granting approval to Design-
26 Builder at project-specific locations to differ from design requirements specified in the WSDOT
27 Design Manual (see Section 300.03).

28 **Design Documents** means those documents that manifest the design for the Project
29 developed by Design-Builder or any portion, component or element thereof.

30 **Design Manager** means Design-Builder's principal engineer in charge of the Project. The
31 Design Manager shall initially be the individual designated in the Proposal and is considered a
32 Key Personnel for the Project.

33 **Differing Site Conditions** (except with respect to ATCs) means (1) actual subsurface or latent
34 physical conditions at the Site that are substantially or materially different from the conditions
35 identified in the Geotechnical Baseline Report, the Environmental Baseline Report, or the
36 Geotechnical & Environmental Data Report as set forth in Section 5.7.2 or a foundation type for
37 a Structure that is substantially or materially different from the foundation type identified in TR
38 Appendix S for said Structure, or (2) unknown physical conditions at the Site that are of an
39 unusual nature, differing materially from those ordinarily encountered and generally recognized
40 as inherent in the type of Work provided for in the Contract and the Work site characteristics

1 and that could not have been reasonably anticipated as potentially present by an experienced
2 civil works contractor. The foregoing definition shall not apply to Utilities.

3 **Differing Site Condition** relating to an ATC, means (1) subsurface conditions or latent physical
4 condition at the Site that are substantially or materially different from the conditions indicated in
5 Design-Builder's geotechnical investigation conducted for purposes of the ATC prior to the
6 Proposal Date (to the extent said investigation complies with the WSDOT Geotechnical Design
7 Manual), and which are not discoverable from a reasonable investigation and analysis of the
8 site, or (2) unknown physical conditions at the Site that are of an unusual nature, differing
9 materially from those ordinarily encountered and generally recognized as inherent in the type of
10 Work provided for in the Contract and the worksite characteristics and that could not have been
11 reasonably anticipated as potentially present by an experienced civil works contractor. The
12 foregoing definition shall not apply to Utilities.

13 **Directive Letter** means a letter from WSDOT directing performance of Work issued in
14 accordance with Section 11.1.2.

15 **Disadvantaged Business Enterprise (DBE)** has the meaning set forth in Section 2 of
16 Appendix 6.

17 **Disputes Review Board ("DRB")** means the three-member board created as part of the
18 dispute resolution process pursuant to Section 24.2.

19 **DRB Agreement** means the agreement among WSDOT, Design-Builder and the members of
20 the Dispute Review Board described in Section 24.2.3.

21 **Effective Date** means the date of execution of the Contract by WSDOT, as set forth on the first
22 page of the Contract.

23 **Environmental Approvals** means the Governmental Approvals listed in TR Section 2.8.4.1.1
24 that are identified as being WSDOT's responsibility to obtain, including any revision,
25 modification or amendment thereto.

26 **Environmental Baseline Report** means the Contract Document set forth in TR Appendix E6.

27 **Environmental Compliance Plan** means the environmental compliance plan provided by
28 Design-Builder and approved by WSDOT as described in TR Section 2.8.

29 **Environmental Laws** means all Laws now or hereafter in effect regulating, relating to, or
30 imposing liability or standards of conduct concerning the environment or to emissions,
31 discharges, releases, or threatened releases of hazardous, toxic, or dangerous waste, pollutant,
32 contaminant, substance, or material into the environment including into the air, surface water,
33 or ground water or onto land, or relating to the manufacture, processing, distribution, use, re-
34 use, treatment, storage, disposal, transport, or handling of hazardous, toxic, or dangerous
35 waste, pollutant, contaminant, substance, or material, or otherwise relating to the protection of
36 public health, public welfare, public safety or the environment (including protection of nonhuman
37 forms of life, land, surface water, groundwater, and air), including but not limited to the
38 Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et
39 seq. ("CERCLA"), as amended by the Superfund Amendment and Reauthorization Act of 1986;
40 the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. ("RCRA"), as amended
41 by the Solid and Hazardous Waste Amendments of 1984; the Toxic Substances Control Act, 15
42 U.S.C. §2601 et seq.; the National Environmental Policy Act, 42 U.S.C. §4321 et seq.; the

1 Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the Hazardous Materials
2 Transportation Act, 49 U.S.C. §1801 et seq.; the Hazardous Materials Transportation Uniform
3 Safety Act; the Oil Pollution Act of 1990; the Endangered Species Act, 16 U.S.C. §1531 et seq.;
4 the Federal Water Pollution Control Act, the Clean Water Act, 33 U.S.C. §1251 et seq.; the
5 Clean Air Act, 42 U.S.C. §7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.;
6 the Migratory Bird Treaty Act, 16 U.S.C. §703 et seq.; Fish and Game Code §1600 et seq.; the
7 Washington Model Toxics Control Act, 70.105D RCW; and the Washington Hazardous Waste
8 Management Act, 70.105 RCW; the Washington Water Pollution Control Act; the Clean Air
9 Washington Act; the Washington Solid Waste Management laws; the Washington Underground
10 Petroleum Storage Tanks Act, the Washington Industrial Safety and Health Act; the
11 Washington Worker and Community Right to Know Act, and the Washington Oil and
12 Hazardous Substance Spill Prevention and Response Act, all as amended and supplemented
13 previously or in the future.

14 **Escalation Fund** means the fund described in Section 10.1.3.

15 **Escrowed Proposal Documents (EPD)** means the documentary information required to be
16 placed in escrow as provided in Section 25.1.

17 **Event of Default** means a default as described in Section 16.1.1, following notice and
18 opportunity to cure to the extent permitted by Section 16.1.2 and issuance by WSDOT of notice
19 to Design-Builder and Surety that an Event of Default has occurred.

20 **Excusable Delay** has the meaning set forth in Section 11.3.1.

21 **Extraordinary Intervention Work** means any Intervention Work that occurs after the first 1440
22 cumulative hours of Intervention Work included in the Contract as described in Section 5.7.1. If
23 Intervention Work starts during the 1440 hour "deductible" period required to be included in the
24 Contract under Section 5.7.1.1 and extends beyond the end of such period, Intervention Work
25 performed after the 1440th hour shall be considered Extraordinary Intervention Work.
26 Notwithstanding the foregoing, Intervention Work necessitated by the breach of contract or fault
27 or negligence, or act or failure to act of any DB-Related Entity, shall not be considered
28 Extraordinary Intervention Work and shall not be included in the calculation of the "deductible"
29 period.

30 **Final Acceptance** means acceptance of the Project and Work following Final Completion in
31 accordance with Section 21.5.

32 **Final Cleanup** means the work described in TR Section 2.29.10.

33 **Final Completion** means completion of all Work under the Contract, including satisfaction of all
34 of the obligations of Design-Builder set forth in Section 21.4.

35 **Final Completion Deadline** means the deadline for achieving Final Completion specified in
36 Section 4.2, as such deadline may be extended hereunder.

37 **Final Contract Voucher Certification** means DOT Form 134-146 EF available from WSDOT.

38 **Final Design**, as defined at 23 CFR 636.103, means any design activities following completion
39 of Preliminary Design and expressly includes the preparation of final construction plans and
40 detailed specifications for the performance of construction Work. Final Design shall only take
41 place after the effective date of NTP 2.

- 1 **Final Inspection** means inspection by WSDOT of the construction Work to determine whether
2 the Work conforms to the requirements of the Contract Documents and is complete. Final
3 Inspection of warranted Work will be made at the end of the warranty term.
- 4 **Final Payment** means the payment due to Design-Builder under Section 10.5 following Final
5 Completion and Final Inspection of the Work.
- 6 **Float** has the meaning set forth in TR Section 2.1.6.
- 7 **Frontage Road** means a local street or road usually next to an arterial highway that serves
8 abutting property and adjacent areas and controls access.
- 9 **Geotechnical Baseline Report (GBR)** means the Contract Document set forth in TR Appendix
10 G1 identifying the geotechnical conditions that Design-Builder should expect to encounter
11 during underground and subsurface construction.
- 12 **Geotechnical and Environmental Data Report (GEDR)** means the written summary set forth
13 in TR Appendix G2 of geotechnical surveying and testing and contamination screening
14 performed by WSDOT upon which WSDOT developed the Geotechnical Baseline Report.
- 15 **Geotechnical Memoranda for Design** means the Reference Document(s) identified as such,
16 providing an interpretation of available geologic data, that shall not be used to determine
17 differing site conditions, resolve contractual disputes, or in any way interpret the contract,
18 intents, or obligations of the parties.
- 19 **Good Faith Effort** as applied to Apprentice utilization is a demonstration that Design-Builder
20 has strived to meet the Apprentice Utilization Requirement including the specific steps as
21 described in Section 8.5.4.
- 22 **Governmental Approvals** means any approval, authorization, certification, consent,
23 exemption, filing, lease, license, permit, registration or ruling, required by or with any
24 Governmental Body in order to perform the Work or any Adjustment Work being performed by
25 a Utility Owner, including any modification or supplement to any of the foregoing, but excluding
26 (a) any such approvals relating to the work to be performed by other contractors as specifically
27 described in the Contract Documents and (b) any such approvals required by or with a
28 Governmental Body in its capacity as a Utility Owner.
- 29 **Governmental Body** means any federal, state, local or foreign government and any political
30 subdivision or any governmental, quasi-governmental, judicial, public or statutory
31 instrumentality, administrative agency, authority, body or entity other than WSDOT.
- 32 **Group A** means those Structures and Utilities designated as such in TR 2.52.
- 33 **Group B** means those Structures and Utilities designated as such in TR 2.52.
- 34 **Grouting Operations** means work involving the injection of grout into the ground by Design-
35 Builder as part of its performance of Deformation Mitigation Measures.
- 36 **Hazardous Materials** means any Hazardous Waste and any materials that contain any of the
37 following:
- 38 (a) any substance, product, waste, pollutant, contaminant or other material of any
39 nature whatsoever that exceeds maximum allowable concentrations for elemental

- 1 metals, organic compounds or inorganic compounds, as defined by any Environmental
2 Law;
- 3 (b) any substance, product, waste, pollutant, contaminant or other material of any
4 nature whatsoever that is or becomes listed, regulated, or addressed pursuant to any
5 Environmental Law;
- 6 (c) any substance, product, waste, pollutant, contaminant or other material of any
7 nature whatsoever which may give rise to liability under clause (a) or (b) or under any
8 statutory or common law theory based on negligence, trespass, intentional tort,
9 nuisance, or strict liability or under any reported decisions of a state or federal court;
- 10 (d) petroleum hydrocarbons excluding de minimus amounts and excluding
11 petroleum hydrocarbon products contained within regularly operated motor vehicles; and
- 12 (e) hazardous building materials including but not limited to asbestos or asbestos-
13 containing materials, lead or PCBs in structures and/or other improvements on or in the
14 Site or in subsurface artifacts (other than mineral asbestos naturally occurring in the
15 ground).
- 16 (f) lead or lead-containing materials in Structures and/or other improvements on or
17 in the Site.

18 **Hazardous Waste** means waste as defined in 40 C.F.R. Part 261.

19 **Hold Point** has the meaning set forth in TR Section 2.28.5.4.

20 **Incidental Utility Work** means all of the following work necessary for the construction of the
21 Project:

- 22 (a) Service Line Adjustments.
- 23 (b) The adjustment of Utility appurtenances (e.g., manholes, valve boxes, and
24 vaults) for line and grade upon completion of roadway work.
- 25 (c) All work necessary to remove and dispose of any Utilities (whether or not in use
26 as of the Proposal Date) in situations for which leaving the Utilities in place is not
27 feasible or not permitted, or for facilities which are to be removed to accommodate or
28 permit construction of the Project, regardless of whether replacements for such Utilities
29 are being or have been installed in other locations.
- 30 (d) All work necessary to abandon in place any Utility in accordance with applicable
31 Law and proper Utility Owner and/or industry procedures (e.g., flushing, capping, slurry
32 backfill, etc.) regardless of whether replacements for such Utilities are being or have
33 been installed in other locations.

34 Notwithstanding the foregoing, the Incidental Utility Work does not include any such work
35 performed (a) as part of Deformation Mitigation Measures for a Group B Category #1 Utility, or
36 (b) as part of Deformation Mitigation Measures and repairs excluded from the Adjustment Work
37 pursuant to Section 7.2.1.2.2.

38 **Incremental Costs** means those costs, if any, which Design-Builder incurs as a result of a
39 particular circumstance which Design-Builder would not have incurred but for the circumstance.
40 In determining such costs, one would determine the total cost which Design-Builder would have
41 incurred had the circumstance not occurred, and subtract such amount from the costs actually
42 incurred; the difference is the "increment." (For example, if Design-Builder originally has to
43 relocate three water lines, and a fourth water line is discovered in the same general area which
44 can be relocated by the same crew, then if Design-Builder is entitled to an increase in

- 1 compensation on account of such newly discovered water line, WSDOT will be charged with
2 only the costs of keeping the crew working the additional time to relocate the fourth water line,
3 and will not be charged any portion of the expense of moving the crew to the site in the first
4 place.)
- 5 **Indemnified Parties** has the meaning set forth in Section 18.1.1.
- 6 **Independent Assurance Inspection (IAI)** means an unbiased and independent inspection by
7 WSDOT of Design-Builder's Quality Assurance systems used to verify the reliability of the tests
8 results obtained in the regular Quality Assurance sampling and testing activities. This may
9 include observations, audits, and or split sample testing to check the calibration of the testing
10 equipment and processes being used.
- 11 **Instructions to Proposers (ITP)** means the document included in the RFP that is identified as
12 Instructions to Proposers.
- 13 **Intelligent Transportation Systems (ITS)** means the equipment and systems described in TR
14 Sections 2.18.
- 15 **Intergovernmental Agreements** means an agreement between WSDOT and a Governmental
16 Body (including task orders issued pursuant thereto) addressing the development and
17 construction of the Project and/or of Utility Adjustments necessary for the Project, as the same
18 may be amended from time to time. Intergovernmental Agreements may also address other
19 projects in the vicinity of the Project.
- 20 **Intervention Work** has the meaning set forth in Section 5.7.1.
- 21 **Key Personnel** means the persons listed on Appendix 7, as such list may be revised from time
22 to time in accordance with the Contract.
- 23 **Labor Hours** are the total hours performed by all workers receiving an hourly wage who are
24 directly employed on the project site including hours performed by workers employed by
25 Design-Builder and all Subcontractors. Labor Hours do not include hours performed by
26 foremen, superintendents, owners, and workers who are not subject to prevailing wage
27 requirements.
- 28 **Law** or **Laws** means all applicable federal, state and local laws, codes, ordinances, rules,
29 regulations, judgments, decrees, directives, guidelines, policy requirements, orders and
30 decrees of any Governmental Body having jurisdiction over the Project or Site, the practices
31 involved in the Project or Site, any Work, or any Adjustment Work being performed by a Utility
32 Owner. The term "Law" does not include Governmental Approvals.
- 33 **Lien** means any pledge, lien, security interest, mortgage, deed of trust or other charge or
34 encumbrance of any kind, or any other type of preferential arrangement (including any
35 agreement to give any of the foregoing, any conditional sale or other title retention agreement,
36 any lease in the nature of a security instrument, and the filing of or agreement to file any
37 financing statement or other instrument intended to perfect a security interest).
- 38 **Liquidated Damages** means the damages described in Article 17.
- 39 **Lump Sum Amount** has the meaning set forth in Section 10.1.
- 40 **Maintenance of Traffic Plan (MOT Plan)** has the meaning set force in TR Section 2.22.

- 1 **Major Participant** means each of the following entities: the lead engineering/design firm(s)
2 (such as the designer of record for the tunnel, the designer of record for tunnel systems, and
3 the designer of record for interior structures); each of the general partners or joint venture
4 members of the lead engineering/design/firm; each engineering/design subconsultant that will
5 perform 30% or more of the design Work; and each Subcontractor that will perform 20% or
6 more of the construction Work.
- 7 **Major Underground Utility** means any Utility that is buried or placed below ground within the
8 Project Right of Way or in the vicinity of any Project work outside the Project Right of Way,
9 other than Service Lines, any street lighting, traffic signals, or irrigation facilities.
- 10 **Mandatory Standards** means the standards and specifications identified as such in the
11 Technical Requirements.
- 12 **Materials** means items incorporated into the Force Account Work, supplies used during Force
13 Account Work and items consumed during Force Account Work.
- 14 **Mitigation** when used in the context of Deformation, means the purpose for which Deformation
15 Mitigation Measures are employed; i.e. the avoidance, limitation, and minimization of
16 Deformation and resulting damage to Structures and Utilities.
- 17 **Monthly Contract Schedule Updates** has the meaning set forth in TR Section 2.1.6.
- 18 **Necessary Basic Configuration Change** means any change in the Basic Configuration which
19 is necessary to meet the requirements of the Contract Documents as the result of an error,
20 omission, deficiency or defect in the Basic Configuration (with the understanding that a change
21 shall be deemed "necessary" only if the error, omission, deficiency or defect creates a problem
22 in which Design-Builder is unable to meet the requirements of the Contract Documents without
23 a material change in the Basic Configuration).
- 24 **North and South Access Contractors** means the contractor(s) performing the work on the
25 WSDOT, SR 99 Bored Tunnel Alternative North Access and WSDOT, SR 99 Bored Tunnel
26 Alternative South Access projects respectively as further described in TR Section 2.58.
- 27 **Nonconforming Work** means Work performed that does not meet requirements of the
28 Contract Documents.
- 29 **Notice of Substantial Completion** means the written notice issued by WSDOT to Design-
30 Builder under Section 21.1.3.
- 31 **Notice of (Partial) Termination** means a written notice issued by WSDOT to terminate the
32 Contract and the performance of the Work by Design-Builder, either in whole or in part,
33 pursuant to Article 15.
- 34 **NTP 1** means the written authorization issued by WSDOT to Design-Builder to commence
35 performance of the NTP 1 Work.
- 36 **NTP 1 Work** consists of:
- 37 • Preliminary Design activities;
- 38 • Design supporting environmental regulatory compliance and early permit
- 39 coordination; and
- 40 • Design supporting the development of environmental mitigation plans.

- 1 **NTP 2** means the written authorization issued by WSDOT to Design-Builder to commence
2 performance of the NTP 2 Work.
- 3 **NTP 2 Work** means all Work not performed during the NTP 1 period, including completion of
4 Work authorized by NTP 1 as well as Final Design and physical construction.
- 5 **Party** means Design-Builder or WSDOT, as the context may require and **"Parties"** means
6 Design-Builder and WSDOT, collectively.
- 7 **Payment Bond** means the payment bond required by Section 19.1.
- 8 **Performance Bond** means the performance bond required by Section 19.1.
- 9 **Person** means any individual, corporation, company, voluntary association, partnership, trust,
10 unincorporated organization or Governmental Body, including WSDOT.
- 11 **Physical Completion** means completion of all physical Work on the Project, including all
12 Punch List Work and Final Cleanup.
- 13 **Physical Completion Deadline** means the deadline for achieving Physical Completion
14 specified in Section 4.2, as such deadline may be extended hereunder.
- 15 **Port of Seattle Fund** means the fund identified in Section 7.4.
- 16 **Port of Seattle Work** means the improvement and restoration Work described in TR Section
17 2.58.
- 18 **Preferred Alternative** means the alternative identified as such in the environmental documents
19 prepared pursuant to NEPA.
- 20 **Preliminary Design**, as defined at 23 CFR 636.103, defines the general project location and
21 design concepts. It includes, but is not limited to, preliminary engineering and other activities
22 and analyses, such as environmental assessments, topographic surveys, metes and bounds
23 surveys, geotechnical investigations, hydrologic analysis, hydraulic analysis, utility engineering,
24 traffic studies, financial plans, revenue estimates, hazardous materials assessments, general
25 estimates of the types and quantities of materials, and other work needed to establish
26 parameters for the final design. Prior to completion of the NEPA review process, any such
27 preliminary engineering and other activities and analyses must not materially affect the
28 objective consideration of alternatives in the NEPA review process.
- 29 **Prescheduled Adjustment** means a Utility Adjustment to be undertaken by either the Utility
30 Owner or a third party contractor, which is designated as such in TR Section 2.10. Depending
31 on the context, the term also refers to a designated Utility subject to such an Adjustment.
- 32 **Private Utility** means a Utility that is owned or operated by a Private Utility Owner.
- 33 **Private Utility Owner** means a Utility Owner that is not a Public Utility Owner.
- 34 **Progress Meeting** has the meaning set forth in Section 10.2.1.
- 35 **Progress Payments** has the meaning set forth in Section 10.2.

- 1 **Project** means the SR-99 Tunnel Alternative Design-Build Project, as more specifically
2 described in TR Section 2.1, and all other work product to be provided by Design-Builder as a
3 condition to Final Completion in accordance with the Contract Documents.
- 4 **Project Labor List** has the meaning set forth in Section 11.9.1.
- 5 **Project Right of Way** means the real property (including all fee simple, easements,
6 leases, access rights and other interests in real property) necessary to construct,
7 operate and maintain the Project, as depicted in Appendix R1.A. The term excludes
8 temporary rights in real property obtained by Design-Builder outside of the depicted
9 area.
- 10 **Property Acquisition Schedule** has the meaning set forth in Section 7.1.
- 11 **Proposal** means those documents constituting Design-Builder's response to the RFP, including
12 any supplements to proposals as may have been requested by WSDOT.
- 13 **Proposal Date** means the date the Proposal was due as specified in the Instructions to
14 Proposers.
- 15 **Protection in Place or Protect in Place** means any action taken to avoid damaging a Utility
16 which does not involve removing or reinstalling it in a new location, including staking the
17 location of the Utility, avoidance of a Utility's location by construction equipment, installing steel
18 plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and
19 installing physical barriers. For example, temporarily lifting power lines without cutting them
20 would be considered Protection in Place; whereas temporarily moving power lines to another
21 location after cutting them would be considered a Temporary Adjustment. The term includes
22 both temporary measures and permanent installations meeting the foregoing definition.
- 23 **Public Information Plan** means the public information plan provided by Design-Builder and
24 approved by WSDOT as described in TR Section 2.9.
- 25 **Public Records Act** means the Washington Public Records Act, Chapter 42.56 RCW, as
26 amended from time to time.
- 27 **Public Utility** means a Utility that is owned or operated by a Public Utility Owner.
- 28 **Public Utility Owner** means a Utility Owner that is or will be a party to an Intergovernmental
29 Agreement with WSDOT.
- 30 **Punch List** means the list of Work that remains to be completed after achievement of
31 Substantial Completion as a condition precedent to achievement of Physical Completion, limited
32 to minor incidental items of Work necessary to correct imperfections which have no adverse
33 effect on the safety, use or operability of the Project.
- 34 **Quality Assurance (QA)** means all those planned and systematic actions performed by
35 Design-Builder to demonstrate to WSDOT that the Work complies with the Contract Documents
36 and that all elements of the Work will perform satisfactorily for the purpose(s) intended.
- 37 **Quality Control (QC)** means the total of all activities performed by Design-Builder to assess
38 design, production and construction processes so as to control the level of quality being
39 produced in the end product. Components may include design reviews and checks,

1 establishing procedures, calibrations and maintenance of equipment, shop drawing review,
2 document control, production process control, and any sampling, testing, and inspection done
3 for these purposes.

4 **Quality Management Plan** means the quality management plan provided by Design-Builder
5 and approved by WSDOT as described in TR Section 2.28.

6 **Quality Verification** means the inspections, independent sampling and testing performed by
7 WSDOT, or its agent, on a random basis to validate that Design-Builder is following the
8 approved Quality Assurance procedures and that such procedures appear to be effective in
9 assuring quality.

10 **Reasonable Accuracy** has the meaning set forth in Section 7.2.9.3.

11 **Reference Documents** means the documents designated as such by WSDOT in TR Appendix
12 A1.

13 **Released for Construction (RFC) Documents** means the Design Documents that are
14 stamped "Released for Construction" by Design-Builder in accordance with TR Section 2.28.

15 **Remediation Work** means investigating, monitoring, characterizing, testing, sampling, stock-
16 piling, storage, backfilling in place, recycling, treatment, and/or off-Site disposal of Hazardous
17 Materials, as approved by WSDOT and in accordance with the Environmental Compliance Plan
18 and TR Section 2.8.

19 **Request for Change Proposal** means a proposal issued by WSDOT under Section 11.2.1.

20 **Request for Proposals** means the Request for Proposals for the Project issued by WSDOT on
21 May 26, 2010, including all addenda and clarifications thereto.

22 **Routine Maintenance** means the inspection, maintenance and repair of the TBM that occurs
23 outside the plenum, under free air.

24 **Secretary, Secretary of Transportation** means the chief executive officer of the Department.

25 **Selected Alternative** means the alternative selected in the final environmental documents
26 prepared pursuant to NEPA.

27 **Service Line** (also referred to as a service lateral or lateral) means a line, the function of which
28 is to connect directly the improvement(s) on an individual property, either public or private, to a
29 Utility that is part of a larger line, facility or system. Unless noted otherwise in the Technical
30 Requirements, the term Service Line excludes any cable, conduit or other line that connects a
31 Traffic Control/Illumination System to a Utility that is part of a larger line, facility or system. Such
32 a cable, conduit or other line shall be considered to be part of the applicable Traffic
33 Control/Illumination System.

34 **Shared Contingency Allowance** means the contingency fund in the amount of \$40,000,000
35 established by WSDOT, to be used to pay for Extraordinary Intervention Work and additional
36 costs incurred due to Differing Site Conditions in accordance with Section 5.7 and Article 11.

37 **Site** means those areas designated in writing by WSDOT for performance of the Work and
38 such additional areas as may, from time to time, be designated in writing by WSDOT for
39 Design-Builder's use in performance of the Work. For purposes of Contract requirements

1 relating to site conditions, the term "Site" shall also include property adjoining the work area that
2 affects or is affected by the Work. For purposes of insurance (subject to any notification and
3 other requirements imposed by the insurer(s) for approval), indemnification, safety and security
4 requirements and prevailing wage requirements, the term "Site" shall also include (a) the field
5 office sites, (b) any property used for storage of material for the Project approved by WSDOT
6 under Section 10.4.2, (c) staging areas dedicated to the Project, and (d) areas where activities
7 incidental to the Project are being performed by DB-Related Entities covered by worker's
8 compensation insurance required by the Contract, but excluding any permanent locations of
9 such DB-Related Entities.

10 **Site Handback – Stage I, II, III or IV** means that WSDOT has determined that the
11 improvements included in a specified portion of the Project (as described in TR Section 2.58)
12 have been completed, so that Design-Builder may relinquish the associated staging area to
13 another WSDOT contractor.

14 **South U-Section** means all Work from the south project limit as described in the Basic
15 Configuration to the begin Cut-and-Cover as shown in TR Appendix M1.

16 **Special Provisions** means supplemental specifications and modifications to the Standard
17 Specifications noted in TR Appendix B.

18 **Standard Plans** means a manual of specific plans or drawings adopted by WSDOT such as
19 the Standard Plans for Road, Bridge, and Municipal Construction (M21-01), which show
20 frequently recurring components of work that have been standardized for use.

21 **Standard Specifications** means Chapters 2 through 9 of the Standard Specifications for Road,
22 Bridge and Municipal Construction 2010 (M41-10) published by WSDOT, as modified by the
23 Technical Requirements and Special Provisions. Chapter 1 of said publication is not part of the
24 Contract Documents. As a result, all cross-references within the Standard Specifications to
25 provisions in Chapter 1 shall be deemed references to the provisions of the Contract
26 Documents which have superseded said cross-referenced provisions. For example, cross-
27 references in the Standard Specifications to Section 1-09 (to the extent that such references
28 relate to Design-Builder's payment rights under the Contract) shall be deemed references to
29 Article 10 of the Contract.

30 **State / State of Washington** means the State of Washington acting through its elected officials
31 and their authorized representatives, including WSDOT, or the State of Washington in the
32 geographic sense, depending on the context.

33 **State-Approved Apprenticeship Training Program** is an apprenticeship training program
34 approved by the Washington State Apprenticeship Council.

35 **Structures** means Buildings and Other Structures as such terms are defined in TR Section
36 2.52.3.

37 **Subcontract** means an agreement between Design-Builder and one or more third parties
38 providing for such third party to perform any part of the Work or any such agreement between
39 any Subcontractor and its lower tier Subcontractor, at any tier.

40 **Subcontractor** means any Person with whom Design-Builder has entered into any Subcontract
41 and any other Person with whom any Subcontractor (at any tier) has entered into a lower tier
42 Subcontract. Suppliers and materialmen are excluded from the term.

- 1 **Substantial Completion** means satisfaction of the criteria set forth in Section 21.1.
- 2 **Substantial Completion Deadline** means the deadline for achieving Substantial Completion
3 specified in Section 4.2, as such deadline may be extended hereunder.
- 4 **Surety** means each properly licensed surety company approved by WSDOT which has issued
5 the Contract Bonds.
- 6 **Technical Proposal** means the part of Design-Builder's Proposal designated as such in the
7 Instructions to Proposers.
- 8 **Technical Requirements (TR)** means the technical requirements and mandatory standards
9 contained in TR Sections 2.1 through 2.60, together with such documents as may be
10 incorporated by reference therein.
- 11 **Temporary Relocation** means (a) any interim relocation of a Utility (i.e., the installation,
12 removal, and disposal of the interim facility) pending installation of the permanent facility in the
13 same or a new location, and (b) any removal and reinstallation of a Utility in the same place with
14 or without an interim relocation.
- 15 **Third Party** means any Person with the right to review Design Documents or permit
16 applications required for the Work, excluding WSDOT and Utility Owners.
- 17 **Third Party Delay** means a delay to the Critical Path caused by any of the following: (a) failure
18 of any Third Party to provide responses to Design-Builder submittals for which approval or
19 acceptance by such Person is required, within the time periods for response indicated in the
20 Contract Documents or agreement between WSDOT and the Third Party (if any), or if no
21 response time is indicated, within a reasonable period of time; (b) failure of a Third Party
22 otherwise to comply with its obligations under its agreement with WSDOT (if any) with respect
23 to the Project; or (c) delays in obtaining Third Party approvals or Governmental Approvals
24 beyond the times shown in the Baseline Contract Schedule, provided the designs as submitted
25 by the Design-Builder are in conformance with the express requirements or the design
26 standards and criteria of the applicable reviewing agency. Notwithstanding the foregoing, any
27 such delay with respect to an ATC shall not be considered a "Third Party Delay."
- 28 **Total Compensation** means the total amount payable to Design-Builder as compensation for
29 the Work, consisting of various components as set forth in the first paragraph of Section 10.1.
- 30 **Total Proposal Price** means the amount shown on the "Total Proposal Price" line in
31 Appendix 1, representing the sum of all line items therein.
- 32 **Traffic Control / Illumination System** means the systems including traffic signals, ramp
33 metering systems, flashing beacon systems, highway illumination systems (including
34 streetlights), fire or police signal systems, and Intelligent Transportation Systems, regardless of
35 ownership of such system.
- 36 **Traffic Management Plan** means the plan provided by Design-Builder and approved by
37 WSDOT as described in TR Section 2.22.
- 38 **Tunnel Boring Machine (TBM)** has the meaning set forth in TR Section 2.32.5.1.1
- 39 **Utility** means a privately, publicly, or cooperatively owned line, facility or system (including
40 municipal and/or government lines, facilities and systems but excluding WSDOT owned lines,

1 facilities or systems) for transmitting or distributing communications, cable television, power,
2 electricity, gas, oil, crude products, water, steam, waste, or any other similar commodity,
3 including any irrigation system. Without limiting the generality of the forgoing, the overhead
4 power facilities that supply electricity for the King County Metro bus system are considered
5 Utilities. The necessary appurtenances to each Utility facility (including fire hydrants as
6 appurtenances to water lines) shall be considered part of such Utility. However, the term
7 "Utility" or "utility" excludes any pipelines and their appurtenances owned by Seattle Steam
8 Company, and unless noted otherwise in the Technical Requirements the term also excludes:
9 (a) storm water facilities, other than City owned storm water facilities, that provide drainage
10 solely for the Project Right of Way and (b) Traffic Control/Illumination Systems. Without
11 limitation, any Service Line shall be considered a Utility even if it is not owned by a Utility
12 Owner.

13 **Utility Agreement means** a Utility MOU or an Adjustment Agreement, as the context may
14 require and as the same may be amended from time to time. A document is a "Utility
15 Agreement" if it meets the definition set forth herein, without regard to the title of the document.

16 **Utility Delay** has the meanings set forth in Section 7.2.12.

17 **Utility Information** means the information regarding existing or proposed Utilities included in
18 TR Appendix U and any other information WSDOT includes in the RFP with regard to
19 identification, location, size, type and ownership of such Utilities. The Utility Information does
20 not include any information pertaining to potential Adjustment of such Utilities included in the
21 RFP. In the event of any conflict among the various components of the Utility Information, the
22 more accurate information will prevail.

23 **Utility MOU** means a non-binding agreement or memorandum of understanding (as the same
24 may be amended) between WSDOT and a Utility Owner establishing certain understandings as
25 to the Adjustment of such Utility Owner's Utilities as necessary for the Project and included in
26 TR Appendix U-12. A document is a "Utility MOU" if it meets the definition set forth herein,
27 without regard to the title of the document.

28 **Utility Owner** means the owner or operator of any Utility.

29 **Utility Owner Project** means the design and construction by or at the direction of a Utility
30 Owner of a new Utility other than (a) as part of an Adjustment or (b) to provide service to the
31 Project. Utility Owner Projects shall be entirely the financial obligation of the Utility Owner.

32 **Utility Standards** means the standard specifications, standards of practice, and construction
33 methods that a Utility Owner customarily applies to facilities constructed by the Utility Owner (or
34 for the Utility Owner by its contractors) at its own expense and that are comparable to the
35 Utilities being Adjusted for the Project. Such Utility Standards may or may not all be
36 incorporated into documents issued by the Utility Owner, and shall include those processes,
37 procedures, policies and practices that are industry-standard in the Seattle area for each
38 particular type of Utility, and those (if any) specified for the particular Utility Owner or type of
39 Utility in Appendix U. In case of a conflict, the most stringent Utility Standards shall apply,
40 unless otherwise decided by the Utility Owner.

41 **Utility Work** means all Adjustment Work that is Design-Builder's responsibility pursuant to the
42 Contract Documents, as more particularly described in Section 7.2 and in Technical
43 Requirements Section 2.10.

- 1 **Warranty** means any warranty made by Design-Builder pursuant to Article 22.
- 2 **Work** means all duties and services to be furnished and provided by Design-Builder as required
3 by the Contract Documents, including the administrative, design, engineering, quality control,
4 quality assurance, Relocation, procurement, legal, professional, manufacturing, supply,
5 installation, construction, supervision, management, testing, verification, labor, materials,
6 equipment, documentation and all other efforts necessary or appropriate to achieve Final
7 Completion except for those efforts which the Contract Documents specify will be performed by
8 WSDOT or other Persons. In certain cases, the term is also used to mean the products of the
9 Work.
- 10 **Work Area** means all property under control of Design-Builder for performance of the Work at a
11 particular time.
- 12 **Work Breakdown Structure** means a deliverable-oriented grouping of Project components
13 that organizes and defines the total scope of the Project.
- 14 **Working Drawings** means stress sheets, shop drawings, erection plans, falsework plans,
15 framework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other
16 supplementary plans or similar data which illustrate the construction of the Work.
- 17 **Working Schedule** has the meaning set forth in TR Section 2.1.6.
- 18 **WSDOT-Caused Delays** means unavoidable delays, to the extent that they affect the Critical
19 Path, arising from the following matters and no others:
- 20 (a) A suspension order pursuant to Section 14.1, to the extent provided therein
21 (including any suspension based on nonpayment as described in Section 16.3);
- 22 (b) WSDOT-Directed Changes;
- 23 (c) Failure or inability of WSDOT to provide Design-Builder with access to the Site
24 by the applicable date specified on the Property Acquisition Schedule;
- 25 (d) WSDOT direction to uncover, remove, and restore Work, to the extent provided
26 in Section 5.4.3, or a stop work order issued by WSDOT under Section 5.8;
- 27 (e) Issuance of a temporary restraining order or other form of injunction by a court
28 that prohibits prosecution of a material portion of the Work, except if arising out of,
29 related to, or caused by the delay, act, omission, negligence, willful misconduct,
30 recklessness, breach of contract or violation of Law by any DB-Related Entity; or
- 31 (f) Delays in obtaining Environmental Approvals by the dates specified in TR
32 Section 2.8.4.1.1.
- 33 **WSDOT-Directed Change** means any change in the Work or extra Work ordered by WSDOT
34 under Section 11.2, including any change in the Work or extra Work authorized by Directive
35 Letter and later determined to constitute change directed by WSDOT.
- 36 **WSDOT Engineer** means the WSDOT representative responsible for making decisions on
37 behalf of WSDOT as outlined in the Contract Documents.

38

APPENDIX 3

Design-Builder's Proposal Commitments and Clarifications

- STP shall provide a Design Director as described under the heading *Roles and Responsibilities of Key Design Staff* in Proposal Section 2.1, Page 9.
- STP shall provide design definition submittals. "STP's design definition submittal will include: (1) a description of the package scope, (2) updated conceptual level plans, and (3) the design checklist, including the design criteria for the package." (Proposal Section 2.4, Page 7.)
- STP shall provide an "Expert Review Board". "In addition to the independent checking of the bored tunnel design, we will establish an Expert Review Board to confirm technical design and constructability of the design." "This team is composed of senior world-class tunneling professions, including Gary Brierley, PhD; Marco Boscardin, PE PhD; Ed Cording, PE, PhD; Jack Lemley, CEng; and Ray McCabe, PE." "The Expert Review Board will meet once per quarter during the design phase to review key design assumptions and criteria, design approach and constructability impacts and to ensure that STP benefits from the experiences that these experts have encountered throughout their careers." (Proposal Section 2.4 pages 8 and 11).
- STP commits to use of "2- and 3-D design software to complete the civil structural, architectural, and systems design work. STP will check these designs using the HNTB-developed QASSIST software." (Proposal Section 2.4 pages 12-13). "The STP deliverables for the Tunnel and Roadway Systems Space Allocation, Coordination and Verification Study will include some 3D modes as working appendices to the required study report. These appendix models will be created by incorporating information from our 3D design tools into models that will be delivered as 3D immersive executable files." (Nov. 17, 2010 STP RFI #4 Response).
- STP shall use "3-D computer-based noise models". STP shall "perform an in-depth receiver-based noise analysis to identify areas of noise risk." (Proposal Section 2.5, Pages 21 and 22.)
- STP shall conduct daytime trials for nighttime work. STP shall "stage a mockup of specialized operations, where noise data may not be available, during daytime hours when noise restrictions are less stringent." (Proposal Section 2.5, Page 22.)
- STP states "We numerically modeled buildings with shallow or deep foundations using the 3-D modeling program FLAC3D. We used these models to re-evaluate potential damage to select at-risk buildings with and without mitigation measures." (Proposal Section 5.4 page 4) STP shall commit to the continued use of the FLAC3D during design and construction.
- STP commits to "opening the tunnel one year early" "with a tunnel completion date of December 2015". (Section 3 "IN THIS SECTION") STP shall "finish the tunnel and open SR 99 to traffic by the end of 2015." (Section 3, Page 1)

- 1 • STP shall commit to increased tunnel roadway clearances:
- 2 1. Northbound Roadway Shoulder shall be 8 foot west and 2 foot east
- 3 2. Northbound Travel Way Vertical Clearance shall be 15 feet 6 inches
- 4 3. Southbound Roadway Shoulder shall be 8 foot west and 2 foot east
- 5 4. Southbound Travel Way Vertical Clearance shall be 15 feet 6 inches.
- 6 (Proposal Section 4.1 - Page 1, Table 4.1-1, and Figure 4.2-1, and plan sheet no. 135 of
- 7 208, Tunnel Section – Dimensions, SD100.)
- 8 • STP commits to “Muck Removal and Disposal” as described in Proposal Section 5.2 pages
- 9 17-19.
- 10 • STP commits to, “Professional divers will be on site for the entire project, as full members
- 11 of our team.”
- 12 • The following TBM features are Proposal Commitments:
- 13 1. STP shall provide the following features for use in hyperbaric interventions:
- 14 ▪ Hyperbaric habitat, in case long intervention or reparation is needed
- 15 ▪ 3+2 Man locks, 5 people each; and
- 16 ▪ 2 Materials/tools locks.
- 17 (Proposal Section 5.2 page 29 and 54)
- 18 2. STP shall provide a TBM with an “Automatic Excavation Filter Cake and Refill
- 19 System” (Section 5.2, pages 30, 31, 54, 85, and 138, and Section 5.3, page 20).
- 20 Also called an “Automatic Pressure Recovery System” in Proposal Section 5.2,
- 21 pages 26, 47, 84, 95, and 136), and “Automatic Shield Gap Injection” (Proposal
- 22 Section 5.2, page 105).
- 23 3. STP shall provide a TBM with two backfilling systems. “For that reason we will use
- 24 the two-component injection as a primary backfilling system, as well as a regular
- 25 grout injection” and “In any case, the backfilling will be done through distributed
- 26 ports within the tail skin shield (2x18 ports, 050mm). There will be twice the
- 27 quantity of pipes needed within the tail skin so if any pipe gets clogged, the
- 28 adjacent spare one will still be available to keep backfilling.” STP will provide a
- 29 “Secondary Backfill Grouting System” “In the event that voids appear even after the
- 30 whole backfilling process has been executed as planned or as contingency method
- 31 in case of settlements, our machine will feature a secondary injection position in the
- 32 back-up for both the two-component system and a regular system to inject grout.”
- 33 (Proposal Section 5.2 pages 32, 33, and 55).
- 34 4. STP shall provide the capability for a “Peripheral Umbrella Around the TBM Skin In
- 35 Front of the TBM” as described in Proposal Section 5.2, page 34.

- 1 **5.** STP shall provide Wear Protection as described in Section 5.2, Page 54.
- 2 **6.** STP shall provide the following mechanisms for measurement of excavated
3 quantities:
- 4 Our operation method consists of an instantaneous control by means of two
5 weigher scales mounted on the TBM conveyor belt at screw conveyor exit
6 point with approximately 10 meter gaps between them.
- 7 In addition, a volumetric measure of the material on the conveyor belt based
8 on a radar system will be continuously taken.
- 9 (Proposal Section 5.2 page 36)
- 10 **7.** The tail seal system shall include, at a minimum, "3 rows of wire brushes (250 mm),
11 an additional row of wire brush (300 mm), a spring plate and one emergency seal".
- 12 **8.** STP shall provide a "TBM and all tunneling equipment will be MSHA approved
13 Class 1, Division 1 explosion proof equipment". (Proposal Section 2.5 page 51 Risk
14 ID #34)
- 15 • STP commits to the "South End Settlement Deformation Plan (SESDP)" as described in
16 Proposal Section 5.2 pages 123-131.
- 17 • STP shall provide maintenance, at a minimum, according to Proposal Table 5.3-1 TBM and
18 Ancillary Equipment Frequency, Duration and Scope of Planned Maintenance Stoppages.
19 (Proposal Section 5.3 pages 6-10)
- 20 • STP commits to the following "Means of Interventions" (Proposal Section 5.3 page 19):
- 21 1. Medical room on the surface at the top of the shaft, with medical doctors to cover
22 the whole intervention process with expertise in air pressure operations.
- 23 2. Hyperbaric habitat, in case a long intervention or reparation is needed.
- 24 3. Portable Hyperbaric Evacuation Chamber or Hyperbaric Shuttle, capable of
25 transporting 6 divers from the habitat/medical room in the surface to man locks in
26 the TBM.
- 27 • STP shall commit in "Risk and Mitigation Measures." (Proposal Section 6.3 page 23) to
28 "The Project can partially mitigate the obstruction of tiebacks by providing for secondary
29 grouting of tieback anchors – increasing the bond capacity of shorter bond zones" and "We
30 will mitigate obstructions to the installation of secant piles and drilled shaft foundations
31 using a casing-oscillator system that can penetrate and isolate most wood and debris."
32

- 1 • "STP's significant use of landscaping will soften the transition from community to tunnel."
2 (Section 6 Compliance Matrix.)
- 3 Specifically, "STP's South Approach Area:
- 4 ○ Decreases the impervious area and total roadway footprint producing a smaller,
5 greener footprint solution
- 6 ○ Enhances the visual experience of the user by reinforcing the sense of entry into
7 the City, softening the hardscape."
- 8 (Proposal Section 6.4, Page 1)
- 9 • STP shall commit to "Strategic Usage of Landscape and Urban Design Elements". STP
10 shall "select trees appropriate to the building site and compatible with the required street
11 tree requirements, select the building design and urban design features, and select plant
12 materials that minimize water use and maintenance." (Proposal Section 6.6 Page 4).
- 13 • STP shall commit to "Construction Innovation: Braced secant piles will be incorporated into
14 the permanent construction" (Proposal Section 6.7 page 2 and Dwg SD019) eliminating the
15 need for temporary construction easements for tie-backs under Port of Seattle and other
16 properties.
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APPENDIX 4

Property Acquisition Schedule

WSDOT shall undertake and complete the acquisition of certain properties for the Project in accordance with the acquisition schedule ("Property Acquisition Schedule") set forth in this Appendix 4. For each such property, the Property Acquisition Schedule provides the building identification number, WSDOT parcel number, tax parcel number, and the expected availability date (month and year). Refer to TR Section 2.24 for more specific information regarding these properties to be acquired.

1

Property Acquisition Schedule

For Parcel No. See TR Appendix R1

RIGHT OF WAY – SUBSURFACE TUNNEL PARCELS				
Bldg ID:	WSDOT Parcel No.	Tax Parcel No.	Bldg Name	Available
NA	1-22302	1977200960	Subsurface Parking Lot	October 2012
NA	1-23273	7666202575	Trust Parking Lot	October 2012
NA	1-23274	7666202566	Parking (RR ROW)	October 2012
T252	1-23274	7666202570	Western Building	October 2012
T251	1-23275	7666202565	Polson Building	October 2012
A159	1-23276	7666202545	Commuter Center Building	October 2012
A161	1-23276	7666202545	Commuter Center Garage	October 2012
NA	1-23276	7666202561	Vacant Land	October 2012
NA	1-23277	7666202540	Colman Towers Parking Lot	October 2012
T243	1-23278	7666202530	Federal Office Building	October 2012
NA	1-23279	7666202560	Vacant (Parking)	October 2012
T234	1-23281	7666202515	National Building	October 2012
T235	1-23282	1974600025	Arlington North	October 2012
T236	1-23282	1974600025	Arlington South	October 2012
T237	1-23282	1974600035	Alexis	October 2012
T231	1-23283	9197200000	Watermark Tower	October 2012
T230	1-23284	1697500000	Colonial/Grand Pacific Building	October 2012
T216	1-23285	1976200075	Harbor Steps (Northeast Tower)	October 2012
T222	1-23285	1976200076	Harbor Steps Plaza	October 2012
T223	1-23285	1976200076	Harbor Steps (Southeast Tower)	October 2012
T215	1-23286	1976200060	Lusty Lady	October 2012
T214	1-23287	6094670000	Four Seasons Hotel	October 2012
T214	1-23287	6094680000	Four Seasons Hotel	October 2012
NA	1-23298	1977200955	Subsurface Parking Lot	October 2012
T154	1-23299	1977200940	Oxford Apartments	October 2012
T153	1-23300	1977200935	1924 1st Ave	October 2012
T151	1-23301	1977200920	Terminal Sales Office Building	October 2012
T144	1-23303	6391350000	One Pacific Towers Condominium	October 2012
NA	1-23304	1977200900	Parking	October 2012
NA	1-23305	1977200885	Vacant (Commercial)	October 2012
T146	1-23306	1843050000	Cristalla Condominium	October 2012
NA	1-23307	1977201200	Parking (DNR)	October 2012
T125	1-23308	1977201181	Belltown Center	October 2012
T124	1-23309	1977201165	Saito's Japanese Café & Bar	October 2012
A139	1-23310	1977201160	DWW Associates LLC	October 2012
A138	1-23311	1977201145	Castle Apts	October 2012
NA	1-23312	1977201170	City of Seattle (Apts-Subsidized)	October 2012
T127	1-23312	1977201155	Langdon & Anne Simons Senior Apts	October 2012
T126	1-23313	1977201150	Markham Building	October 2012
A130	1-23317	2867400000	Grandview Condominium	October 2012
NA	1-23320	0694000090	Parking	October 2012

Property Acquisition Schedule

For Parcel No. See TR Appendix R1

RIGHT OF WAY – SUBSURFACE TUNNEL PARCELS				
Bldg ID:	WSDOT Parcel No.	Tax Parcel No.	Bldg Name	Available
NA	1-23321	0694000100	Parking	October 2012
A128	1-23322	0694000105	PBJS	October 2012
A126	1-23323	0694000110	Kelly's Restaurant & Mom's Teriyaki	October 2012
T107	1-23324	0694000115	Security House	October 2012
A120	1-23326	0656000615	314 Bell	October 2012
A119	1-23327	0656000605	Two Bells Tavern	October 2012
T087	1-23328	0696000155	Retail Store	October 2012
T086	1-23329	0696000160	Seattle City of FFD	October 2012
T090	1-23330	0696000175	5th & Bell Building	October 2012
A114	1-23331	0696000250	Fountain Court Apartments	October 2012
T077	1-23335	0697000064	6th & Wall Building	October 2012
A110	1-23336	0697000025	Archstone Belltown Apartments	October 2012
A167	1-23336	0697000025	Archstone Belltown Apartments (Garage)	October 2012
A108	1-23337	1991200580	Retail/Service	October 2012
A166	1-23338	1991200600	BRE Apartments	October 2012
NA	1-23343	1991200785	Parking	October 2012
T055	1-23344	1991200790	Law Office/Lakeside Deli	October 2012

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Property Acquisition Schedule

For Parcel No. See TR Appendix R1

NORTH PORTAL PROPERTIES				
Bldg ID:	WSDOT Parcel No.	Tax Parcel No.	Bldg Name	Available
NA	1-22312	1991200845	Cedarstrand Prop., LLC	April 1, 2012
NA	1-22308	1988201090	SDOT Maintenance yard	June 2012
T53	1-22310	1991200815	ARE	April 1, 2012

TEMPORARY TIEBACKS				
Bldg ID:	WSDOT Parcel No.	Tax Parcel No.	Bldg Name	Available
NA	1-22290	7666207695	Terminal 46	July 2011
NA		1991200405	SCL Substation	June 2012
T55	1-23344	1991200790	Law Office/Lakeside Deli	June 2012
T52	1-22309	1991200800	Seattle Pacific Hotel	June 2012

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Property Acquisition Schedule

For Parcel No. See TR Appendix R1

RIGHTS OF ENTRY for PRE-CONSTRUCTION SURVEY and SETTLEMENT MONITORING				
Bldg ID:	WSDOT Parcel No.	Tax Parcel No.	Bldg Name	Available
T169		1977200020	First & Stewart Building	March 2012
T170		1977200030	Atwood Hotel	March 2012
T171		1977200015	MJA Building	March 2012
T172		1977200040	Broadacres Building	March 2012
T173		2694800000	Garden Center Bldg Condos	March 2012
T174		1977200050	Inn at the Market - North	March 2012
T175		1977200050	Inn at the Market - South	March 2012
T177		1976200165	Triangle Building	March 2012
T178		1976200190	Triangle Building #2 & #3	March 2012
T180		5160500000	Market House Apartments	March 2012
T182		1976200210	Sanitary Market	March 2012
T183		1976200230	Corner Market	March 2012
T186		1975700640	déjà vu Showgirls	March 2012
T187		1975700655	Broderick Building	March 2012
T188		1975700605	Doyle Building	March 2012
T189		2538830000	1521 2nd Avenue	March 2012
T190		1975700646	Liberty Building	March 2012
T191		1975700645	Eitel Building	March 2012
T192		1976200185	Pike Place Market - North	March 2012
T193		1976200205	Pike Place Market - South	March 2012
T194		4193800000	The Lasalle	March 2012
T198		4193800000	The Lasalle	March 2012
T199		7442700000	Ross Manor	March 2012
T202		1976200140	Post Alley Court	March 2012
T203		1976200160	Marketside Flats	March 2012
T204		1976200105	Economy Market	March 2012
T205	1-23291	6094500000	South Arcade Condos	March 2012
T207		1975700540	Hahn Building - Elliott Apts	March 2012
T208		1975700560	Showbox Building	March 2012
T209		1975700580	Poll Building	March 2012
T210		6065000000	Newmark Building	March 2012
T212		1976200030	City Light Substation	March 2012
T213		1976200070	Harbor Steps (Northwest Tower)	March 2012
T214	1-23287	6094670000	Four Seasons Hotel	March 2012
T214	1-23287	6094680000	Four Seasons Hotel	March 2012
T217		9184500000	Chase Center / SAM	March 2012
T218		1974700010	Seattle Art Museum	March 2012
T220		7666202465	Harbor Steps (Southwest Tower)	March 2012
T225		1974700170	Hotel Diller	March 2012
T226		1974700190	Freedman Building	March 2012
T227		1974700175	Galland Building	March 2012

Property Acquisition Schedule

For Parcel No. See TR Appendix R1

RIGHTS OF ENTRY for PRE-CONSTRUCTION SURVEY and SETTLEMENT MONITORING				
Bldg ID:	WSDOT Parcel No.	Tax Parcel No.	Bldg Name	Available
T228		1974700175	Seneca Building	March 2012
T232		0942000030	Second and Seneca Building	March 2012
T233		0942000025	SDL Office Building	March 2012
T238		0939000515	Holyoke Building	March 2012
T239		0939000530	Schoenfeld Furniture Store Bldg	March 2012
T240		3470000000, 5017300000	Hotel 1000	March 2012
T251	1-23275	7666202565	Polson Building	March 2012
T247		8591400005	Colman Building	March 2012
T253		7666202580	DJC Building	March 2012
T077	1-23335	0697000064	6th & Wall Building	March 2012
T086	1-23329	0696000160	Seattle City of FFD	March 2012
T087	1-23328	0696000155	2316 4th Ave	March 2012
T088		0696000145	2306 4th Ave	March 2012
T089		0696000140	Franklin Apartments	March 2012
T095		0696000095	Charlesgate Apts	March 2012
T106	1-23319	0694000080	Cornelius Apts	March 2012
T107	1-23324	0694000115	Security House	March 2012
T108		0694000125	Spitfire	March 2012
T109		0694000130	Shelby Apts	March 2012
T116		0694000195	Mexican Consulate	March 2012
T117		8727450000	2124 Third Avenue Condo	March 2012
T119		0694000180	2118 3rd Ave	March 2012
T120		8727310000	2112 Third Ave Bldg	March 2012
T121		7457200000	Royal Crest Condo	March 2012
T123		0694000205	Fourth & Blanchard Building	March 2012
T124	1-23309	1977201165	Saito's Japanese Café & Bar	March 2012
T125	1-23308	1977201181	Belltown Center	March 2012
T126	1-23313	1977201150	Markham Building	March 2012
T127	1-23312	1977201155	Langdon & Anne Simons Senior Apartments	March 2012
T128		1977201190	Brasa Building	March 2012
T129		1977201195	Sig's Barber Shop w/Surface Parking Lot	March 2012
T133		1977201090	The Lenora Apts	March 2012
T134		1977201125	Trust Parking	March 2012
T135		1977201130	2006 2nd Ave	March 2012
T136		1977201140	Padillian Apartments	March 2012
T137		1977201095	2031 3rd Ave	March 2012
T138		1977201105	Pathe Building	March 2012
T139		1977201115	Denny Hill Building	March 2012
T140		1977201120	OFC	March 2012
T141		1977201121	Family & Adult Service Center	March 2012

Property Acquisition Schedule

For Parcel No. See TR Appendix R1

RIGHTS OF ENTRY for PRE-CONSTRUCTION SURVEY and SETTLEMENT MONITORING				
Bldg ID:	WSDOT Parcel No.	Tax Parcel No.	Bldg Name	Available
T142		1977201135	Swifty Printing	March 2012
T143		1977200890	Vogue Hotel	March 2012
T144	1-23303	6391350000	One Pacific Towers Condominium	March 2012
T146	1-23306	1843050000	Cristalla Condominium	March 2012
T147		1977201035	The Moore Motel	March 2012
T148		1977201060	Josephinum	March 2012
T151	1-23301	1977200920	Terminal Sales Office Building	March 2012
T153	1-23300	1977200935	1924 1st Ave	March 2012
T154	1-23299	1977200940	Oxford Apartments	March 2012
T155	1-22303	1977200926	Terminal Sales Annex Building (also 0925 & 0930)	March 2012
T156		1977200945	Great Jones Home	March 2012
T157		1977200946	1919 2nd Ave	March 2012
T158		1977200950	Parking Garage	March 2012
T159		1977200970	Plymouth on Stewart Apts	March 2012
T160		1977200425	Dunn Building	March 2012
T161		8008550000	Stewart House	March 2012
T162		1977200395	Livingston Baker Mixed Use	March 2012
T164		1977200415	Smith Block Building/Coupe Rokei	March 2012
T165		1977200416	Butterworth Building/"Starlight Lounge"	March 2012
T166		1977200420	Alaska Trade Building	March 2012
T167	1-23297	1977200435	Fairmount Apartments LLC	March 2012
T223	1-23285	1976200076	Harbor Steps (Southeast Tower)	March 2012
T231	1-23283	9197200000	Watermark Tower	March 2012
T235	1-23282	1974600025	Arlington North	March 2012
T243	1-23278	7666202530	Federal Office Building	March 2012
A104		1991200495	233 6th Ave N	March 2012
A106	1-23341	1991200520	Space Needle Corporate Office	March 2012
A108	1-23337	1991200580	Walgreens	March 2012
A110	1-23336	0697000025	Archstone Belltown Apartments	March 2012
A112		0696000290	Devonshire Apts	March 2012
A114	1-23331	0696000250	Fountain Court Apts	March 2012
A116		0656000596	Stole Building	March 2012
A118		0656000600	Fleming Apartments	March 2012
A119	1-23327	0656000605	Two Bell S Tavern	March 2012
A120	1-23326	0656000615	314 Bell	March 2012
A122		0656000550	Nida /aots	March 2012
A123	1-23325	0656000540	The Adams Apts	March 2012
A126	1-23323	0694000110	Kelly's Restaurant & Mom's Teriyaki	March 2012
A128	1-23322	0694000105	PBJS	March 2012
A129		0694000050	Del-Market	March 2012
A130	1-23317	2867400000	Grandview Condominium	March 2012

Property Acquisition Schedule

For Parcel No. See TR Appendix R1

RIGHTS OF ENTRY for PRE-CONSTRUCTION SURVEY and SETTLEMENT MONITORING				
Bldg ID:	WSDOT Parcel No.	Tax Parcel No.	Bldg Name	Available
A133		0694000020	2216 2nd Ave	March 2012
A134		0694000015	Tula's Restaurant & Lounge	March 2012
A135		0698800000	Senior Services	March 2012
A136		0694000005	Former Crocodile Café	March 2012
A138	1-23311	1977201145	Castle Apts	March 2012
A139	1-23310	1977201160	DWW Associates LLC	March 2012
A141		1977200695	Rivoli Apts	March 2012
A142		1977200720	El Rey Apts	March 2012
A143		1977200725	D.W. Close	March 2012
A144		1977200740	PNWB Telecommunications	March 2012
A146		1977200735	Patagonia Retail Store	March 2012
A147		1977200855	1st & Lenora Building	March 2012
A149		5160650000	Market Place North Phase I Condominium (Tower)	March 2012
A149		5160650000	Market Place North Phase I Condominium (Low-Rise)	March 2012
A105		1991200515	Biosports Building	March 2012
A158		7666202525	Maritime Building	March 2012
NA	1-23279	7666202560	Vacant (Parking)	March 2012
T276		5247800005	Best Western Pioneer Square Hotel	March 2012
T277		5247800025	Prudential Building	March 2012
T090	1-23330	0696000175	5th & Bell Building	March 2012
	1-23321	694000100	Fax Properties LLC (Parking)	March 2012
	1-23305	1977200885	Inn at Pike Place LLC (Vacant Parcel)	March 2012
	1-23304	1977200900	2001 2nd Ave LLC (Surface Parking Lot)	March 2012
	1-23298	1977200955	United Parking Inc. (Surface Parking Lot)	March 2012

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Property Acquisition Schedule

For Parcel No. See TR Appendix R1

TEMPORARY CONSTRUCTION EASEMENTS for SETTLEMENT MITIGATION and MONITORING				
Bldg ID:	WSDOT Parcel No.	Tax Parcel No.	Bldg Name	Available
A160	1-22170	7666202594	One Yesler/Al Bocalino Ristorante	March 2012
A158	1-22186	7666202525	Maritime Building	March 2012
NA	1-23273	7666202575	Trust Parking Lot	March 2012
NA	1-23274	7666202566	Parking (RR ROW)	March 2012
T252	1-23274	7666202570	Western Building	March 2012
T251	1-23275	7666202565	Polson Building	March 2012
A159	1-23276	7666202545	Commuter Center Building	March 2012
A161	1-23276	7666202545	Commuter Center Garage	March 2012
NA	1-23276	7666202561	Vacant Land	March 2012
NA	1-23277	7666202540	Colman Towers Parking Lot	March 2012
T243	1-23278	7666202530	Federal Office Building	March 2012
NA	1-23279	7666202560	Vacant (Parking)	March 2012
T234	1-23281	7666202515	National Building	March 2012
T235	1-23282	1974600025	Arlington North	March 2012
T236	1-23282	1974600025	Arlington South	March 2012
T237	1-23282	1974600035	Alexis	March 2012
T231	1-23283	9197200000	Watermark Tower	March 2012
T230	1-23284	1697500000	Colonial/Grand Pacific Building	March 2012
T216	1-23285	1976200075	Harbor Steps (Northeast Tower)	March 2012
T222	1-23285	1976200076	Harbor Steps Plaza	March 2012
T223	1-23285	1976200076	Harbor Steps (Southeast Tower)	March 2012
T215	1-23286	1976200060	Lusty Lady	March 2012
T086	1-23329	0696000160	City of Seattle - Fire Station #2	March 2012
T090	1-23330	0696000175	5th & Bell Building	March 2012
A114	1-23331	0696000250	Fountain Court Apts	March 2012
T077	1-23335	0697000064	6th & Wall Building	March 2012
A110	1-23336	0697000025	Archstone Belltown Apartments	March 2012
A167	1-23336	0697000025	Archstone Belltown Apartments (Garage)	March 2012
A108	1-23337	1991200580	Walgreens	March 2012
A166	1-23338	1991200600	BRE Apartments	March 2012
A106	1-23341	1991200520	Space Needle Corporate Office	March 2012
T057	1-23342	1991200765	Travelodge Inn	March 2012
T055	1-23344	1991200790	Law Office/Lakeside Deli	March 2012
T229		7666202510	Watermark Garage	March 2012
T184		1975700600	Gatewood Hotel	March 2012

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1 **APPENDIX 5**

2 **Prevailing Wage Requirements and Additional Federal Requirements**

- 3 Appendix 5-A Prevailing Wage Requirements
4 Appendix 5-B Federal Provisions
5 Appendix 5-C FHWA Form 1273
6 Appendix 5-D Federal Prevailing Wage Rates
7 Appendix 5-E State Prevailing Wage Rates
8

1 Appendix 5-A

2 Prevailing Wage Requirements

3 **1. General**

4 This Contract is subject to the minimum wage requirements of RCW 39.12 and to RCW 49.28
5 (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also
6 apply. The hourly minimum rates for wages and fringe benefits are listed in the Contract
7 Documents. When Federal wage and fringe benefit rates are listed, the rates match those
8 identified by the U.S. Department of Labor's "Decision Number" shown in the Contract
9 Documents.

10 Design-Builder, any Subcontractor, and all individuals or firms required by RCW 39.12, WAC
11 296-127, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing
12 wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits
13 required by RCW 39.12 or the DBRA. Higher wages and benefits may be paid.

14 By including the hourly minimum rates for wages and fringe benefits in the Contract
15 Documents, WSDOT does not imply that Design-Builder will find labor available at those rates.
16 Design-Builder shall be responsible for any amounts above the minimums that will actually have
17 to be paid. Design-Builder shall bear the cost of paying wages above those shown in the
18 Contract Documents.

19 When the Project is subject to both State and Federal hourly minimum rates for wages and
20 fringe benefits and when the two rates differ for similar kinds of labor, Design-Builder shall not
21 pay less than the higher rate unless the State rates are specifically preempted by Federal law.
22 When the Project involves both highway work and building work, the Contract Documents may
23 list a Federal wage and fringe benefit rate for the highway work and a separate Federal wage
24 and fringe benefit rate for the building work. The area in which the worker is physically
25 employed shall determine which Federal wage and fringe benefit rate shall be used to compare
26 against the State wage and fringe benefit rate.

27 If employing labor in a class not listed in the Contract Documents on state funded projects only,
28 Design-Builder shall request a determination of the correct wage and benefits rate for that class
29 and locality from the Industrial Statistician, Washington State Department of Labor and
30 Industries (State L&I), and provide a copy of those determinations to WSDOT.

31 If employing labor in a class not listed in the Contract Documents on federally funded projects,
32 Design-Builder shall request a determination of the correct wage and benefits for that class and
33 locality from the U.S. Secretary of Labor through WSDOT. Generally, Design-Builder initiates
34 the request by preparing standard form 1444 and submitting it to WSDOT for further action.

35 Design-Builder shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under
36 the provisions of RCW 39.12 because of the definition "Contractor" in WAC 296-127-010
37 complies with all the requirements of RCW 39.12.

38 Design-Builder shall be responsible for compliance with the requirements of the DBRA and
39 RCW 39.12 by all firms (Subcontractors, lower tier subcontractors, suppliers, manufacturers, or
40 fabricators) engaged in any part of the Work necessary to complete this Contract. Therefore,

1 should a violation of this subsection occur by any firm that is providing work or materials for
2 completion of this Contract whether directly or indirectly responsible to Design-Builder, WSDOT
3 will take action against Design-Builder, as provided by the provisions of the Contract, to achieve
4 compliance, including but not limited to, withholding payment on the Contract until compliance is
5 achieved.

6 In the event WSDOT made an error (omissions are not errors) in the listing of the hourly
7 minimum rates for wages and fringe benefits in the Contract Documents, Design-Builder, any
8 Subcontractors, any lower tier subcontractors, or any other firm that is required to pay prevailing
9 wages, shall be required to pay the rates as determined to be correct by State L&I (or by the
10 U.S. Department of Labor when that agency sets the rates). A Change Order will be prepared
11 to ensure that this occurs. WSDOT will reimburse Design-Builder for the actual cost to pay the
12 difference between the correct rates and the rates included in the Contract Documents, subject
13 to the following conditions:

- 14 1. The affected firm relied upon the rates included in the Contract Documents to
15 prepare its Proposal and certifies that it did so;
- 16 2. The allowable amount of reimbursement will be the difference between the rates
17 listed and rates later determined to be correct plus only appropriate payroll markup
18 the employer must pay, such as, social security and other payments the employer
19 must make to the Federal or State Government;
- 20 3. The allowable amount of reimbursement may also include some overhead cost,
21 such as, the cost for bond, insurance, and making supplemental payrolls and new
22 checks to the employees because of underpayment for previously performed Work;
23 and
- 24 4. Profit will not be an allowable markup.

25 Firms that anticipated when they prepared their Proposals, paying a rate equal to or higher
26 than, the correct rate as finally determined, will not be eligible for any additional payment under
27 this subsection.

28 **2. Posting Notices**

29 In a location acceptable to State L&I, Design-Builder shall ensure the following is posted:

- 30 1. One copy of the approved "Statement of Intent to Pay Prevailing Wages" for Design-
31 Builder, each Subcontractor, each lower tier subcontractor, and any other firm
32 (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12
33 because of the definition of "Contractor" in WAC 296-127-010;
- 34 2. One copy of the prevailing wage rates for the Project;
- 35 3. The address and telephone number of the Industrial Statistician for State L&I (along
36 with notice that complaints or questions about wage rates may be directed there);
37 and
- 38 4. FHWA 1495/1495A "Wage Rate Information" poster if the Project is funded with
39 Federal-aid.

1 **3. Apprentices**

2 If employing apprentices, Design-Builder shall submit to the WSDOT Project Manager written
3 evidence showing:

- 4 1. Each apprentice is enrolled in a program approved by the Washington State
5 Apprenticeship and Training Council;
- 6 2. The progression schedule for each apprentice; and
- 7 3. The established apprentice-journey level ratios and wage rates in the Project locality
8 upon which Design-Builder will base such ratios and rates under the Contract. Any
9 worker for whom an apprenticeship agreement has not been registered and
10 approved by the Washington State Apprenticeship and Training Council shall be
11 paid at the prevailing hourly journey level rate as provided in RCW 39.12.021.

12 **4. Disputes**

13 If labor and management cannot agree in a dispute over the proper prevailing wage rates,
14 Design-Builder shall refer the matter to the Director of State L&I (or to the U.S. Secretary of
15 Labor when that agency sets the rates). The Director's (or Secretary's) decision shall be final,
16 conclusive, and binding on all parties.

17 **5. Required Documents**

18 On forms provided by the Industrial Statistician of State L&I, Design-Builder shall submit to
19 WSDOT the following for itself and for each firm covered under RCW 39.12 that provided Work
20 and materials for the Contract:

- 21 • A copy of an approved "Statement of Intent to Pay Prevailing Wages" State L&I's
22 form number F700-029-000. WSDOT will make no payment under this Contract
23 for the Work performed until this statement has been approved by State L&I and a
24 copy of the approved form has been submitted to WSDOT.
- 25 • A copy of an approved "Affidavit of Prevailing Wages Paid," State L&I's form
26 number F700-007-000. WSDOT will not release to Design-Builder any funds
27 retained under RCW 60.28.011 until all of the "Affidavit of Prevailing Wages Paid"
28 forms have been approved by State L&I and a copy of all the approved forms
29 have been submitted to WSDOT.

30 Design-Builder shall be responsible for requesting these forms from State L&I and for paying
31 any approval fees required by State L&I.

32 Certified payrolls are required to be submitted by Design-Builder to WSDOT, for Design-Builder
33 and all Subcontractors or lower tier subcontractors, on all Federal-aid projects and, when
34 requested in writing by WSDOT, on projects funded with only WSDOT funds. If these payrolls
35 are not supplied within 10 calendar days of the end of the preceding weekly payroll period for
36 Federal-aid projects or within 10 calendar days from the date of the written request on projects
37 with only WSDOT funds, any or all payments may be withheld until compliance is achieved.
38 Failure to provide these payrolls could result in other sanctions as provided by State laws (RCW
39 39.12.050) and/or Federal regulations (29 CFR 5.12). All certified payrolls shall be complete
40 and explicit. Employee labor descriptions used on certified payrolls shall coincide exactly with

1 the labor descriptions listed on the minimum wage schedule in the Contract unless WSDOT
2 approves an alternate method to identify the labor used by Design-Builder to compare with the
3 labor listed in the Contract Documents. When an apprentice is shown on the certified payroll at
4 a rate less than the minimum prevailing journey wage rate, the apprenticeship registration
5 number for that employee from the State Apprenticeship and Training Council shall be shown
6 along with the correct employee classification code.

7 **6. Audits**

8 WSDOT may inspect or audit Design-Builder's wage and payroll records as provided in
9 Section 24.4 of the Contract.

10 **7. Application of Wage Rates For The Occupation Of Landscape Construction**

11 State prevailing wage rates for public works contracts are included in this contract and show a
12 separate listing for the occupation.

13 Landscape Construction includes several different occupation descriptions such as: Irrigation
14 and Landscape Plumbers, Irrigation and Landscape Power Equipment Operators, and
15 Landscaping or Planting Laborers.

16 In addition, federal wage rates that are included in this contract may also include occupation
17 descriptions in Federal Occupational groups for work also specifically identified with
18 landscaping such as:

- 19 (1) Laborers with the occupation description, Landscaping or Planting, or
20 (2) Power Equipment Operators with the occupation description, Mulch Seeding
21 Operator.

22 If Federal wage rates include one or more rates specified as applicable to landscaping work,
23 then Federal wage rates for all occupation descriptions, specific or general, must be considered
24 and compared with corresponding State wage rates. The higher wage rate, either State or
25 Federal, becomes the minimum wage rate for the Work performed in that occupation.

26 Design-Builder is responsible for determining the appropriate crafts necessary to perform the
27 contract work. If a classification considered necessary for performance of the work is missing
28 from the Federal Wage Determination applicable to the contract, Design-Builder shall initiate a
29 request for approval of a proposed wage and benefit rate. The Design-Builder shall prepare
30 and submit Standard Form 1444, Request for Authorization of Additional Classification and
31 Wage Rate available at <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to
32 the WSDOT Engineer's office. The presence of a classification wage on the Washington State
33 Prevailing Wage Rates For Public Works Contracts does not exempt the use of form 1444 for
34 the purpose of determining a federal classification wage rate.

35 **8. Worker's Benefits**

36 Design-Builder shall make all payments required for unemployment compensation under Title
37 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any
38 payment required by Title 50 or Title 51 is not made when due, WSDOT may retain such
39 payments from any money due Design-Builder and pay the same into the appropriate fund.

1 Such payment will be made only after giving Design-Builder 15 calendar days prior written
2 notice of WSDOT's intent to disburse the funds to the Washington State Department of Labor
3 and Industries or Washington State Employment Security Department as applicable. The
4 payment will be made upon expiration of the 15 calendar day period if no legal action has been
5 commenced to resolve the validity of the claim. If legal action is instituted to determine the
6 validity of the claim prior to the expiration of the 15 day period, WSDOT will hold the funds until
7 determination of the action or written settlement agreement of the appropriate parties.

8 For Work on or adjacent to water, Design-Builder shall make the determination as to whether
9 workers are to be covered under the Longshoremen's and Harbor Worker's Compensation Act
10 administered by the U.S. Department of Labor, or the State Industrial Insurance coverage
11 administered by the Washington State Department of Labor and Industries.

12 Design-Builder shall include in the Proposal all costs for payment of unemployment
13 compensation and for providing either or both of the insurance coverages. Design-Builder will
14 not be entitled to any additional payment for: (1) failure to include such costs, or (2)
15 determinations made by the U.S. Department of Labor or the Washington State Department of
16 Labor and Industries regarding the insurance coverage.

17 The Public Works Contract Division of the Washington State Department of Labor and
18 Industries will provide Design-Builder with applicable industrial insurance and medical aid
19 classification and premium rates. After receipt of *Revenue Release* from the Washington State
20 Department of Revenue, the contracting agency will verify through the Department of Labor and
21 Industries that Design-Builder is current with respect to the payments of industrial insurance
22 and medical aid premiums.
23

1 **Appendix 5-B**

2 **Federal Provisions**

3 REQUIRED CONTRACT PROVISIONS. — The Required Contract Provisions Federal
4 Aid Construction Contracts (FHWA 1273) and the amendments thereto are made a part of this
5 Contract and supersede any conflicting provisions of the Contract Documents; provided,
6 however, that if any of the provisions of FHWA 1273, as amended, are less restrictive than
7 Washington State Law, then the Washington State Law shall prevail.

8 The provisions of FHWA 1273, as amended, included in this contract require that
9 Design-Builder insert the FHWA 1273 and amendments thereto in each subcontract, together
10 with the wage rates which are part of the FHWA 1273, as amended. FHWA 1273 and
11 amendments thereto are included in Appendix 5-C. Also, a clause shall be included in each
12 subcontract requiring the subcontractors to insert the FHWA 1273 and amendments thereto in
13 any lower tier subcontracts, together with the wage rates. Design-Builder shall also ensure that
14 this section, REQUIRED FEDERAL AID PROVISIONS, is inserted in each subcontract for
15 subcontractors and lower tier subcontractors. For this purpose, upon request to the WSDOT
16 Engineer, Design-Builder will be provided with extra copies of the FHWA 1273, the
17 amendments thereto, the applicable wage rates, and this Appendix 5-B.

18 FEDERAL AGENCY INSPECTION – Federal laws, rules, and regulations shall be
19 observed by Design-Builder on Federal-aid projects. This work is subject to inspection by the
20 appropriate Federal agency. Design-Builder shall cooperate with the Federal agencies in these
21 inspections. These inspections shall not make the Federal Government a party to the Contract
22 and shall not constitute an interference with the rights of WSDOT or Design-Builder.

23 FHWA FORM 1273 SECTIONS VII.1 AND VII.2 INAPPLICABLE – Pursuant to 23 CFR
24 635.116(d), the requirements of Sections VII.1 and VII.2 of FHWA Form 1273 (Appendix 5-C to
25 the Contract) are inapplicable to the Contract.

26
27

Appendix 5-C

FHWA Form 1273

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1

2 **I. GENERAL**

- 3 1. These contract provisions shall apply to all work performed on the contract by the
4 contractor's own organization and with the assistance of workers under the
5 contractor's immediate superintendence and to all work performed on the contract
6 by piecework, station work, or by subcontract.
- 7 2. Except as otherwise provided for in each section, the contractor shall insert in each
8 subcontract all of the stipulations contained in these Required Contract Provisions,
9 and further require their inclusion in any lower tier subcontract or purchase order
10 that may in turn be made. The Required Contract Provisions shall not be
11 incorporated by reference in any case. The prime contractor shall be responsible for
12 compliance by any subcontractor or lower tier subcontractor with these Required
13 Contract Provisions.
- 14 3. A breach of any of the stipulations contained in these Required Contract Provisions
15 shall be sufficient grounds for termination of the contract.
- 16 4. A breach of the following clauses of the Required Contract Provisions may also be
17 grounds for debarment as provided in 29 CFR 5.12:
- 18 Section I, paragraph 2;
19 Section IV, paragraphs 1, 2, 3, 4, and 7;
20 Section V, paragraphs 1 and 2a through 2g.
- 21 5. Disputes arising out of the labor standards provisions of Section IV (except
22 paragraph 5) and Section V of these Required Contract Provisions shall not be
23 subject to the general disputes clause of this contract. Such disputes shall be
24 resolved in accordance with the procedures of the U.S. Department of Labor (DOL)
25 as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause
26 include disputes between the contractor (or any of its subcontractors) and the
27 contracting agency, the DOL, or the contractor's employees or their representatives.
- 28 6. **Selection of Labor:** During the performance of this contract, the contractor shall
29 not:
- 30 a. discriminate against labor from any other State, possession, or territory of
31 the United States (except for employment preference for Appalachian
32 contracts, when applicable, as specified in Attachment A), or
- 33 b. employ convict labor for any purpose within the limits of the project unless it
34 is labor performed by convicts who are on parole, supervised release, or
35 probation.

1 **II. NONDISCRIMINATION**

2 (Applicable to all Federal-aid construction contracts and to all related subcontracts of
3 \$10,000 or more.)

4 1. **Equal Employment Opportunity:** Equal employment opportunity (EEO)
5 requirements not to discriminate and to take affirmative action to assure equal
6 opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35,
7 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by
8 the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall
9 constitute the EEO and specific affirmative action standards for the contractor's
10 project activities under this contract. The Equal Opportunity Construction Contract
11 Specifications set forth under 41 CFR 60-4.3 and the provisions of the American
12 Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29
13 CFR 1630 are incorporated by reference in this contract. In the execution of this
14 contract, the contractor agrees to comply with the following minimum specific
15 requirement activities of EEO:

16 a. The contractor will work with the State highway agency (SHA) and the
17 Federal Government in carrying out EEO obligations and in their review of
18 his/her activities under the contract.

19 b. The contractor will accept as his operating policy the following statement:

20 "It is the policy of this Company to assure that applicants are employed, and
21 that employees are treated during employment, without regard to their race,
22 religion, sex, color, national origin, age or disability. Such action shall
23 include: employment, upgrading, demotion, or transfer; recruitment or
24 recruitment advertising; layoff or termination; rates of pay or other forms of
25 compensation; and selection for training, including apprenticeship,
26 preapprenticeship, and/or on-the-job training."

27 2. **EEO Officer:** The contractor will designate and make known to the SHA contracting
28 officers an EEO Officer who will have the responsibility for and must be capable of
29 effectively administering and promoting an active contractor program of EEO and
30 who must be assigned adequate authority and responsibility to do so.

31 3. **Dissemination of Policy:** All members of the contractor's staff who are authorized
32 to hire, supervise, promote, and discharge employees, or who recommend such
33 action, or who are substantially involved in such action, will be made fully cognizant
34 of, and will implement, the contractor's EEO policy and contractual responsibilities
35 to provide EEO in each grade and classification of employment. To ensure that the
36 above agreement will be met, the following actions will be taken as a minimum:

37 a. Periodic meetings of supervisory and personnel office employees will be
38 conducted before the start of work and then not less often than once every
39 six months, at which time the contractor's EEO policy and its implementation
40 will be reviewed and explained. The meetings will be conducted by the EEO
41 Officer.

42 b. All new supervisory or personnel office employees will be given a thorough
43 indoctrination by the EEO Officer, covering all major aspects of the

- 1 contractor's EEO obligations within thirty days following their reporting for
2 duty with the contractor.
- 3 c. All personnel who are engaged in direct recruitment for the project will be
4 instructed by the EEO Officer in the contractor's procedures for locating and
5 hiring minority group employees.
- 6 d. Notices and posters setting forth the contractor's EEO policy will be placed
7 in areas readily accessible to employees, applicants for employment and
8 potential employees.
- 9 e. The contractor's EEO policy and the procedures to implement such policy
10 will be brought to the attention of employees by means of meetings,
11 employee handbooks, or other appropriate means.
- 12 4. **Recruitment:** When advertising for employees, the contractor will include in all
13 advertisements for employees the notation: "An Equal Opportunity Employer." All
14 such advertisements will be placed in publications having a large circulation among
15 minority groups in the area from which the project work force would normally be
16 derived.
- 17 a. The contractor will, unless precluded by a valid bargaining agreement,
18 conduct systematic and direct recruitment through public and private
19 employee referral sources likely to yield qualified minority group applicants.
20 To meet this requirement, the contractor will identify sources of potential
21 minority group employees, and establish with such identified sources
22 procedures whereby minority group applicants may be referred to the
23 contractor for employment consideration.
- 24 b. In the event the contractor has a valid bargaining agreement providing for
25 exclusive hiring hall referrals, he is expected to observe the provisions of
26 that agreement to the extent that the system permits the contractor's
27 compliance with EEO contract provisions. (The DOL has held that where
28 implementation of such agreements has the effect of discriminating against
29 minorities or women, or obligates the contractor to do the same, such
30 implementation violates Executive Order 11246, as amended.)
- 31 c. The contractor will encourage his present employees to refer minority group
32 applicants for employment. Information and procedures with regard to
33 referring minority group applicants will be discussed with employees.
- 34 5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be
35 established and administered, and personnel actions of every type, including hiring,
36 upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken
37 without regard to race, color, religion, sex, national origin, age or disability. The
38 following procedures shall be followed:
- 39 a. The contractor will conduct periodic inspections of project sites to insure that
40 working conditions and employee facilities do not indicate discriminatory
41 treatment of project site personnel.

- 1 b. The contractor will periodically evaluate the spread of wages paid within
2 each classification to determine any evidence of discriminatory wage
3 practices.
- 4 c. The contractor will periodically review selected personnel actions in depth to
5 determine whether there is evidence of discrimination. Where evidence is
6 found, the contractor will promptly take corrective action. If the review
7 indicates that the discrimination may extend beyond the actions reviewed,
8 such corrective action shall include all affected persons.
- 9 d. The contractor will promptly investigate all complaints of alleged
10 discrimination made to the contractor in connection with his obligations
11 under this contract, will attempt to resolve such complaints, and will take
12 appropriate corrective action within a reasonable time. If the investigation
13 indicates that the discrimination may affect persons other than the
14 complainant, such corrective action shall include such other persons. Upon
15 completion of each investigation, the contractor will inform every
16 complainant of all of his avenues of appeal.

17 6. **Training and Promotion:**

- 18 a. The contractor will assist in locating, qualifying, and increasing the skills of
19 minority group and women employees, and applicants for employment.
- 20 b. Consistent with the contractor's work force requirements and as permissible
21 under Federal and State regulations, the contractor shall make full use of
22 training programs, i.e., apprenticeship, and on-the-job training programs for
23 the geographical area of contract performance. Where feasible, 25 percent
24 of apprentices or trainees in each occupation shall be in their first year of
25 apprenticeship or training. In the event a special provision for training is
26 provided under this contract, this subparagraph will be superseded as
27 indicated in the special provision.
- 28 c. The contractor will advise employees and applicants for employment of
29 available training programs and entrance requirements for each.
- 30 d. The contractor will periodically review the training and promotion potential of
31 minority group and women employees and will encourage eligible
32 employees to apply for such training and promotion.

33 7. **Unions:** If the contractor relies in whole or in part upon unions as a source of
34 employees, the contractor will use his/her best efforts to obtain the cooperation of
35 such unions to increase opportunities for minority groups and women within the
36 unions, and to effect referrals by such unions of minority and female employees.
37 Actions by the contractor either directly or through a contractor's association acting
38 as agent will include the procedures set forth below:

- 39 a. The contractor will use best efforts to develop, in cooperation with the
40 unions, joint training programs aimed toward qualifying more minority group
41 members and women for membership in the unions and increasing the skills
42 of minority group employees and women so that they may qualify for higher
43 paying employment.

- 1 b. The contractor will use best efforts to incorporate an EEO clause into each
2 union agreement to the end that such union will be contractually bound to
3 refer applicants without regard to their race, color, religion, sex, national
4 origin, age or disability.
- 5 c. The contractor is to obtain information as to the referral practices and
6 policies of the labor union except that to the extent such information is within
7 the exclusive possession of the labor union and such labor union refuses to
8 furnish such information to the contractor, the contractor shall so certify to
9 the SHA and shall set forth what efforts have been made to obtain such
10 information.
- 11 d. In the event the union is unable to provide the contractor with a reasonable
12 flow of minority and women referrals within the time limit set forth in the
13 collective bargaining agreement, the contractor will, through independent
14 recruitment efforts, fill the employment vacancies without regard to race,
15 color, religion, sex, national origin, age or disability; making full efforts to
16 obtain qualified and/or qualifiable minority group persons and women. (The
17 DOL has held that it shall be no excuse that the union with which the
18 contractor has a collective bargaining agreement providing for exclusive
19 referral failed to refer minority employees.) In the event the union referral
20 practice prevents the contractor from meeting the obligations pursuant to
21 Executive Order 11246, as amended, and these special provisions, such
22 contractor shall immediately notify the SHA.
- 23 8. **Selection of Subcontractors, Procurement of Materials and Leasing of**
24 **Equipment:** The contractor shall not discriminate on the grounds of race, color,
25 religion, sex, national origin, age or disability in the selection and retention of
26 subcontractors, including procurement of materials and leases of equipment.
- 27 a. The contractor shall notify all potential subcontractors and suppliers of
28 his/her EEO obligations under this contract.
- 29 b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall
30 have equal opportunity to compete for and perform subcontracts which the
31 contractor enters into pursuant to this contract. The contractor will use his
32 best efforts to solicit bids from and to utilize DBE subcontractors or
33 subcontractors with meaningful minority group and female representation
34 among their employees. Contractors shall obtain lists of DBE construction
35 firms from SHA personnel.
- 36 c. The contractor will use his best efforts to ensure subcontractor compliance
37 with their EEO obligations.
- 38 9. **Records and Reports:** The contractor shall keep such records as necessary to
39 document compliance with the EEO requirements. Such records shall be retained
40 for a period of three years following completion of the contract work and shall be
41 available at reasonable times and places for inspection by authorized
42 representatives of the SHA and the FHWA.

- 1 a. The records kept by the contractor shall document the following:
- 2 (1) The number of minority and non-minority group members and
3 women employed in each work classification on the project;
- 4 (2) The progress and efforts being made in cooperation with unions,
5 when applicable, to increase employment opportunities for
6 minorities and women;
- 7 (3) The progress and efforts being made in locating, hiring, training,
8 qualifying, and upgrading minority and female employees; and
- 9 (4) The progress and efforts being made in securing the services of
10 DBE subcontractors or subcontractors with meaningful minority and
11 female representation among their employees.
- 12 b. The contractors will submit an annual report to the SHA each July for the
13 duration of the project, indicating the number of minority, women, and non-
14 minority group employees currently engaged in each work classification
15 required by the contract work. This information is to be reported on Form
16 FHWA-1391. If on-the job training is being required by special provision, the
17 contractor will be required to collect and report training data.

18 **III. NONSEGREGATED FACILITIES**

19 (Applicable to all Federal-aid construction contracts and to all related subcontracts of
20 \$10,000 or more.)

- 21 a. By submission of this bid, the execution of this contract or subcontract, or the
22 consummation of this material supply agreement or purchase order, as appropriate,
23 the bidder, Federal-aid construction contractor, subcontractor, material supplier, or
24 vendor, as appropriate, certifies that the firm does not maintain or provide for its
25 employees any segregated facilities at any of its establishments, and that the firm
26 does not permit its employees to perform their services at any location, under its
27 control, where segregated facilities are maintained. The firm agrees that a breach of
28 this certification is a violation of the EEO provisions of this contract. The firm further
29 certifies that no employee will be denied access to adequate facilities on the basis
30 of sex or disability.
- 31 b. As used in this certification, the term "segregated facilities" means any waiting
32 rooms, work areas, restrooms and washrooms, restaurants and other eating areas,
33 timeclocks, locker rooms, and other storage or dressing areas, parking lots,
34 drinking fountains, recreation or entertainment areas, transportation, and housing
35 facilities provided for employees which are segregated by explicit directive, or are,
36 in fact, segregated on the basis of race, color, religion, national origin, age or
37 disability, because of habit, local custom, or otherwise. The only exception will be
38 for the disabled when the demands for accessibility override (e.g. disabled parking).
- 39 c. The contractor agrees that it has obtained or will obtain identical certification from
40 proposed subcontractors or material suppliers prior to award of subcontracts or
41 consummation of material supply agreements of \$10,000 or more and that it will
42 retain such certifications in its files.

1 **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

2 (Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related
3 subcontracts, except for projects located on roadways classified as local roads or rural
4 minor collectors, which are exempt.)

5 1. **General:**

6 a. All mechanics and laborers employed or working upon the site of the work
7 will be paid unconditionally and not less often than once a week and without
8 subsequent deduction or rebate on any account [except such payroll
9 deductions as are permitted by regulations (29 CFR 3) issued by the
10 Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full
11 amounts of wages and bona fide fringe benefits (or cash equivalents
12 thereof) due at time of payment. The payment shall be computed at wage
13 rates not less than those contained in the wage determination of the
14 Secretary of Labor (hereinafter "the wage determination") which is attached
15 hereto and made a part hereof, regardless of any contractual relationship
16 which may be alleged to exist between the contractor or its subcontractors
17 and such laborers and mechanics. The wage determination (including any
18 additional classifications and wage rates conformed under paragraph 2 of
19 this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall
20 be posted at all times by the contractor and its subcontractors at the site of
21 the work in a prominent and accessible place where it can be easily seen by
22 the workers. For the purpose of this Section, contributions made or costs
23 reasonably anticipated for bona fide fringe benefits under Section 1(b)(2)
24 of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics
25 are considered wages paid to such laborers or mechanics, subject to the
26 provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this
27 Section, regular contributions made or costs incurred for more than a weekly
28 period (but not less often than quarterly) under plans, funds, or programs,
29 which cover the particular weekly period, are deemed to be constructively
30 made or incurred during such weekly period. Such laborers and mechanics
31 shall be paid the appropriate wage rate and fringe benefits on the wage
32 determination for the classification of work actually performed, without
33 regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

34 b. Laborers or mechanics performing work in more than one classification may
35 be compensated at the rate specified for each classification for the time
36 actually worked therein, provided, that the employer's payroll records
37 accurately set forth the time spent in each classification in which work is
38 performed.

39 c. All rulings and interpretations of the Davis-Bacon Act and related acts
40 contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this
41 contract.

42 2. **Classification:**

43 a. The SHA contracting officer shall require that any class of laborers or
44 mechanics employed under the contract, which is not listed in the wage

- 1 determination, shall be classified in conformance with the wage
2 determination.
- 3 b. The contracting officer shall approve an additional classification, wage rate
4 and fringe benefits only when the following criteria have been met:
- 5 (1) the work to be performed by the additional classification requested
6 is not performed by a classification in the wage determination;
- 7 (2) the additional classification is utilized in the area by the construction
8 industry;
- 9 (3) the proposed wage rate, including any bona fide fringe benefits,
10 bears a reasonable relationship to the wage rates contained in the
11 wage determination; and
- 12 (4) with respect to helpers, when such a classification prevails in the
13 area in which the work is performed.
- 14 c. If the contractor or subcontractors, as appropriate, the laborers and
15 mechanics (if known) to be employed in the additional classification or their
16 representatives, and the contracting officer agree on the classification and
17 wage rate (including the amount designated for fringe benefits where
18 appropriate), a report of the action taken shall be sent by the contracting
19 officer to the DOL, Administrator of the Wage and Hour Division,
20 Employment Standards Administration, Washington, D.C. 20210. The Wage
21 and Hour Administrator, or an authorized representative, will approve,
22 modify, or disapprove every additional classification action within 30 days of
23 receipt and so advise the contracting officer or will notify the contracting
24 officer within the 30-day period that additional time is necessary.
- 25 d. In the event the contractor or subcontractors, as appropriate, the laborers or
26 mechanics to be employed in the additional classification or their
27 representatives, and the contracting officer do not agree on the proposed
28 classification and wage rate (including the amount designated for fringe
29 benefits, where appropriate), the contracting officer shall refer the questions,
30 including the views of all interested parties and the recommendation of the
31 contracting officer, to the Wage and Hour Administrator for determination.
32 Said Administrator, or an authorized representative, will issue a
33 determination within 30 days of receipt and so advise the contracting officer
34 or will notify the contracting officer within the 30-day period that additional
35 time is necessary
- 36 e. The wage rate (including fringe benefits where appropriate) determined
37 pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers
38 performing work in the additional classification from the first day on which
39 work is performed in the classification.
- 40 **3. Payment of Fringe Benefits:**
- 41 a. Whenever the minimum wage rate prescribed in the contract for a class of
42 laborers or mechanics includes a fringe benefit which is not expressed as an

1 hourly rate, the contractor or subcontractors, as appropriate, shall either pay
2 the benefit as stated in the wage determination or shall pay another bona
3 fide fringe benefit or an hourly case equivalent thereof.

- 4 b. If the contractor or subcontractor, as appropriate, does not make payments
5 to a trustee or other third person, he/she may consider as a part of the
6 wages of any laborer or mechanic the amount of any costs reasonably
7 anticipated in providing bona fide fringe benefits under a plan or program,
8 provided, that the Secretary of Labor has found, upon the written request of
9 the contractor, that the applicable standards of the Davis-Bacon Act have
10 been met. The Secretary of Labor may require the contractor to set aside in
11 a separate account assets for the meeting of obligations under the plan or
12 program.

13 **4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

14 a. Apprentices:

15 (1) Apprentices will be permitted to work at less than the predetermined
16 rate for the work they performed when they are employed pursuant
17 to and individually registered in a bona fide apprenticeship program
18 registered with the DOL, Employment and Training Administration,
19 Bureau of Apprenticeship and Training, or with a State
20 apprenticeship agency recognized by the Bureau, or if a person is
21 employed in his/her first 90 days of probationary employment as an
22 apprentice in such an apprenticeship program, who is not
23 individually registered in the program, but who has been certified by
24 the Bureau of Apprenticeship and Training or a State apprenticeship
25 agency (where appropriate) to be eligible for probationary
26 employment as an apprentice.

27 (2) The allowable ratio of apprentices to journeyman-level employees
28 on the job site in any craft classification shall not be greater than the
29 ratio permitted to the contractor as to the entire work force under
30 the registered program. Any employee listed on a payroll at an
31 apprentice wage rate, who is not registered or otherwise employed
32 as stated above, shall be paid not less than the applicable wage
33 rate listed in the wage determination for the classification of work
34 actually performed. In addition, any apprentice performing work on
35 the job site in excess of the ratio permitted under the registered
36 program shall be paid not less than the applicable wage rate on the
37 wage determination for the work actually performed. Where a
38 contractor or subcontractor is performing construction on a project
39 in a locality other than that in which its program is registered, the
40 ratios and wage rates (expressed in percentages of the
41 journeyman-level hourly rate) specified in the contractor's or
42 subcontractor's registered program shall be observed.

43 (3) Every apprentice must be paid at not less than the rate specified in
44 the registered program for the apprentice's level of progress,
45 expressed as a percentage of the journeyman-level hourly rate
46 specified in the applicable wage determination. Apprentices shall be

1 paid fringe benefits in accordance with the provisions of the
2 apprenticeship program. If the apprenticeship program does not
3 specify fringe benefits, apprentices must be paid the full amount of
4 fringe benefits listed on the wage determination for the applicable
5 classification. If the Administrator for the Wage and Hour Division
6 determines that a different practice prevails for the applicable
7 apprentice classification, fringes shall be paid in accordance with
8 that determination.

- 9 (4) In the event the Bureau of Apprenticeship and Training, or a State
10 apprenticeship agency recognized by the Bureau, withdraws
11 approval of an apprenticeship program, the contractor or
12 subcontractor will no longer be permitted to utilize apprentices at
13 less than the applicable predetermined rate for the comparable work
14 performed by regular employees until an acceptable program is
15 approved.

16 b. Trainees:

- 17 (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to
18 work at less than the predetermined rate for the work performed
19 unless they are employed pursuant to and individually registered in
20 a program which has received prior approval, evidenced by formal
21 certification by the DOL, Employment and Training Administration.
- 22 (2) The ratio of trainees to journeyman-level employees on the job site
23 shall not be greater than permitted under the plan approved by the
24 Employment and Training Administration. Any employee listed on
25 the payroll at a trainee rate who is not registered and participating in
26 a training plan approved by the Employment and Training
27 Administration shall be paid not less than the applicable wage rate
28 on the wage determination for the classification of work actually
29 performed. In addition, any trainee performing work on the job site
30 in excess of the ratio permitted under the registered program shall
31 be paid not less than the applicable wage rate on the wage
32 determination for the work actually performed.
- 33 (3) Every trainee must be paid at not less than the rate specified in the
34 approved program for his/her level of progress, expressed as a
35 percentage of the journeyman-level hourly rate specified in the
36 applicable wage determination. Trainees shall be paid fringe
37 benefits in accordance with the provisions of the trainee program. If
38 the trainee program does not mention fringe benefits, trainees shall
39 be paid the full amount of fringe benefits listed on the wage
40 determination unless the Administrator of the Wage and Hour
41 Division determines that there is an apprenticeship program
42 associated with the corresponding journeyman-level wage rate on
43 the wage determination which provides for less than full fringe
44 benefits for apprentices, in which case such trainees shall receive
45 the same fringe benefits as apprentices.

1 (4) In the event the Employment and Training Administration withdraws
2 approval of a training program, the contractor or subcontractor will
3 no longer be permitted to utilize trainees at less than the applicable
4 predetermined rate for the work performed until an acceptable
5 program is approved.

6 c. Helpers:

7 Helpers will be permitted to work on a project if the helper
8 classification is specified and defined on the applicable wage
9 determination or is approved pursuant to the conformance
10 procedure set forth in Section IV.2. Any worker listed on a payroll at
11 a helper wage rate, who is not a helper under an approved
12 definition, shall be paid not less than the applicable wage rate on
13 the wage determination for the classification of work actually
14 performed.

15 5. **Apprentices and Trainees (Programs of the U.S. DOT):**

16 Apprentices and trainees working under apprenticeship and skill training programs
17 which have been certified by the Secretary of Transportation as promoting EEO in
18 connection with Federal-aid highway construction programs are not subject to the
19 requirements of paragraph 4 of this Section IV. The straight time hourly wage rates
20 for apprentices and trainees under such programs will be established by the
21 particular programs. The ratio of apprentices and trainees to journeymen shall not
22 be greater than permitted by the terms of the particular program.

23 6. **Withholding:**

24 The SHA shall upon its own action or upon written request of an authorized
25 representative of the DOL withhold, or cause to be withheld, from the contractor or
26 subcontractor under this contract or any other Federal contract with the same prime
27 contractor, or any other Federally-assisted contract subject to Davis-Bacon
28 prevailing wage requirements which is held by the same prime contractor, as much
29 of the accrued payments or advances as may be considered necessary to pay
30 laborers and mechanics, including apprentices, trainees, and helpers, employed by
31 the contractor or any subcontractor the full amount of wages required by the
32 contract. In the event of failure to pay any laborer or mechanic, including any
33 apprentice, trainee, or helper, employed or working on the site of the work, all or
34 part of the wages required by the contract, the SHA contracting officer may, after
35 written notice to the contractor, take such action as may be necessary to cause the
36 suspension of any further payment, advance, or guarantee of funds until such
37 violations have ceased.

38 7. **Overtime Requirements:**

39 No contractor or subcontractor contracting for any part of the contract work which
40 may require or involve the employment of laborers, mechanics, watchmen, or
41 guards (including apprentices, trainees, and helpers described in paragraphs 4 and
42 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any
43 workweek in which he/she is employed on such work, to work in excess of 40 hours
44 in such workweek unless such laborer, mechanic, watchman, or guard receives

1 compensation at a rate not less than one-and-one-half times his/her basic rate of
2 pay for all hours worked in excess of 40 hours in such workweek.

3 **8. Violation:**

4 Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the
5 clause set forth in paragraph 7 above, the contractor and any subcontractor
6 responsible thereof shall be liable to the affected employee for his/her unpaid
7 wages. In addition, such contractor and subcontractor shall be liable to the United
8 States (in the case of work done under contract for the District of Columbia or a
9 territory, to such District or to such territory) for liquidated damages. Such liquidated
10 damages shall be computed with respect to each individual laborer, mechanic,
11 watchman, or guard employed in violation of the clause set forth in paragraph 7, in
12 the sum of \$10 for each calendar day on which such employee was required or
13 permitted to work in excess of the standard work week of 40 hours without payment
14 of the overtime wages required by the clause set forth in paragraph 7.

15 **9. Withholding for Unpaid Wages and Liquidated Damages:**

16 The SHA shall upon its own action or upon written request of any authorized
17 representative of the DOL withhold, or cause to be withheld, from any monies
18 payable on account of work performed by the contractor or subcontractor under any
19 such contract or any other Federal contract with the same prime contractor, or any
20 other Federally-assisted contract subject to the Contract Work Hours and Safety
21 Standards Act, which is held by the same prime contractor, such sums as may be
22 determined to be necessary to satisfy any liabilities of such contractor or
23 subcontractor for unpaid wages and liquidated damages as provided in the clause
24 set forth in paragraph 8 above.

25 **V. STATEMENTS AND PAYROLLS**

26 (Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related
27 subcontracts, except for projects located on roadways classified as local roads or rural
28 collectors, which are exempt.)

29 **1. Compliance with Copeland Regulations (29 CFR 3):**

30 The contractor shall comply with the Copeland Regulations of the Secretary of
31 Labor which are herein incorporated by reference.

32 **2. Payrolls and Payroll Records:**

33 a. Payrolls and basic records relating thereto shall be maintained by the
34 contractor and each subcontractor during the course of the work and
35 preserved for a period of 3 years from the date of completion of the contract
36 for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and
37 guards working at the site of the work.

38 b. The payroll records shall contain the name, social security number, and
39 address of each such employee; his or her correct classification; hourly
40 rates of wages paid (including rates of contributions or costs anticipated for
41 bona fide fringe benefits or cash equivalent thereof the types described in

1 Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of
2 hours worked; deductions made; and actual wages paid. In addition, for
3 Appalachian contracts, the payroll records shall contain a notation indicating
4 whether the employee does, or does not, normally reside in the labor area
5 as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor,
6 pursuant to Section IV, paragraph 3b, has found that the wages of any
7 laborer or mechanic include the amount of any costs reasonably anticipated
8 in providing benefits under a plan or program described in Section 1(b)(2)(B)
9 of the Davis Bacon Act, the contractor and each subcontractor shall
10 maintain records which show that the commitment to provide such benefits
11 is enforceable, that the plan or program is financially responsible, that the
12 plan or program has been communicated in writing to the laborers or
13 mechanics affected, and show the cost anticipated or the actual cost
14 incurred in providing benefits. Contractors or subcontractors employing
15 apprentices or trainees under approved programs shall maintain written
16 evidence of the registration of apprentices and trainees, and ratios and
17 wage rates prescribed in the applicable programs.

18 c. Each contractor and subcontractor shall furnish, each week in which any
19 contract work is performed, to the SHA resident engineer a payroll of wages
20 paid each of its employees (including apprentices, trainees, and helpers,
21 described in Section IV, paragraphs 4 and 5, and watchmen and guards
22 engaged on work during the preceding weekly payroll period). The payroll
23 submitted shall set out accurately and completely all of the information
24 required to be maintained under paragraph 2b of this Section V. This
25 information may be submitted in any form desired. Optional Form WH-347 is
26 available for this purpose and may be purchased from the Superintendent of
27 Documents (Federal stock number 029-005-0014-1), U.S. Government
28 Printing Office, Washington, D.C. 20402. The prime contractor is
29 responsible for the submission of copies of payrolls by all subcontractors.

30 d. Each payroll submitted shall be accompanied by a "Statement of
31 Compliance," signed by the contractor or subcontractor or his/her agent who
32 pays or supervises the payment of the persons employed under the contract
33 and shall certify the following:

34 (1) that the payroll for the payroll period contains the information
35 required to be maintained under paragraph 2b of this Section V and
36 that such information is correct and complete;

37 (2) that such laborer or mechanic (including each helper, apprentice,
38 and trainee) employed on the contract during the payroll period has
39 been paid the full weekly wages earned, without rebate, either
40 directly or indirectly, and that no deductions have been made either
41 directly or indirectly from the full wages earned, other than
42 permissible deductions as set forth in the Regulations, 29 CFR 3;

43 (3) that each laborer or mechanic has been paid not less than the
44 applicable wage rate and fringe benefits or cash equivalent for the
45 classification of work performed, as specified in the applicable
46 wage determination incorporated into the contract.

- 1 e. The weekly submission of a properly executed certification set forth on the
2 reverse side of Optional Form WH-347 shall satisfy the requirement for
3 submission of the "Statement of Compliance" required by paragraph 2d of
4 this Section V.
- 5 f. The falsification of any of the above certifications may subject the contractor
6 to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- 7 g. The contractor or subcontractor shall make the records required under
8 paragraph 2b of this Section V available for inspection, copying, or
9 transcription by authorized representatives of the SHA, the FHWA, or the
10 DOL, and shall permit such representatives to interview employees during
11 working hours on the job. If the contractor or subcontractor fails to submit
12 the required records or to make them available, the SHA, the FHWA, the
13 DOL, or all may, after written notice to the contractor, sponsor, applicant, or
14 owner, take such actions as may be necessary to cause the suspension of
15 any further payment, advance, or guarantee of funds. Furthermore, failure to
16 submit the required records upon request or to make such records available
17 may be grounds for debarment action pursuant to 29 CFR 5.12.

18 **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

- 19 1. On all Federal-aid contracts on the National Highway System, except those which
20 provide solely for the installation of protective devices at railroad grade crossings,
21 those which are constructed on a force account or direct labor basis, highway
22 beautification contracts, and contracts for which the total final construction cost for
23 roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
- 24 a. Become familiar with the list of specific materials and supplies contained in
25 Form FHWA-47, "Statement of Materials and Labor Used by Contractor of
26 Highway Construction Involving Federal Funds," prior to the commencement
27 of work under this contract.
- 28 b. Maintain a record of the total cost of all materials and supplies purchased for
29 and incorporated in the work, and also of the quantities of those specific
30 materials and supplies listed on Form FHWA-47, and in the units shown on
31 Form FHWA-47.
- 32 c. Furnish, upon the completion of the contract, to the SHA resident engineer
33 on Form FHWA-47 together with the data required in paragraph 1b relative
34 to materials and supplies, a final labor summary of all contract work
35 indicating the total hours worked and the total amount earned.
- 36 2. At the prime contractor's option, either a single report covering all contract work or
37 separate reports for the contractor and for each subcontract shall be submitted.

38 **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

- 39 1. The contractor shall perform with its own organization contract work amounting to
40 not less than 30 percent (or a greater percentage if specified elsewhere in the
41 contract) of the total original contract price, excluding any specialty items
42 designated by the State. Specialty items may be performed by subcontract and the

1 amount of any such specialty items performed may be deducted from the total
2 original contract price before computing the amount of work required to be
3 performed by the contractor's own organization (23 CFR 635).

4 a. "Its own organization" shall be construed to include only workers employed
5 and paid directly by the prime contractor and equipment owned or rented by
6 the prime contractor, with or without operators. Such term does not include
7 employees or equipment of a subcontractor, assignee, or agent of the prime
8 contractor.

9 b. "Specialty Items" shall be construed to be limited to work that requires highly
10 specialized knowledge, abilities, or equipment not ordinarily available in the
11 type of contracting organizations qualified and expected to bid on the
12 contract as a whole and in general are to be limited to minor components of
13 the overall contract.

14 2. The contract amount upon which the requirements set forth in paragraph 1 of
15 Section VII is computed includes the cost of material and manufactured products
16 which are to be purchased or produced by the contractor under the contract
17 provisions.

18 3. The contractor shall furnish (a) a competent superintendent or supervisor who is
19 employed by the firm, has full authority to direct performance of the work in
20 accordance with the contract requirements, and is in charge of all construction
21 operations (regardless of who performs the work) and (b) such other of its own
22 organizational resources (supervision, management, and engineering services) as
23 the SHA contracting officer determines is necessary to assure the performance of
24 the contract.

25 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except
26 with the written consent of the SHA contracting officer, or authorized representative,
27 and such consent when given shall not be construed to relieve the contractor of any
28 responsibility for the fulfillment of the contract. Written consent will be given only
29 after the SHA has assured that each subcontract is evidenced in writing and that it
30 contains all pertinent provisions and requirements of the prime contract.

31 VIII. SAFETY: ACCIDENT PREVENTION

32 1. In the performance of this contract the contractor shall comply with all applicable
33 Federal, State, and local laws governing safety, health, and sanitation (23 CFR
34 635). The contractor shall provide all safeguards, safety devices and protective
35 equipment and take any other needed actions as it determines, or as the SHA
36 contracting officer may determine, to be reasonably necessary to protect the life
37 and health of employees on the job and the safety of the public and to protect
38 property in connection with the performance of the work covered by the contract.

39 2. It is a condition of this contract, and shall be made a condition of each subcontract,
40 which the contractor enters into pursuant to this contract, that the contractor and
41 any subcontractor shall not permit any employee, in performance of the contract, to
42 work in surroundings or under conditions which are unsanitary, hazardous or
43 dangerous to his/her health or safety, as determined under construction safety and
44 health standards (29 CFR 1926) promulgated by the Secretary of Labor, in

1 accordance with Section 107 of the Contract Work Hours and Safety Standards Act
2 (40 U.S.C. 333).

- 3 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of
4 Labor or authorized representative thereof, shall have right of entry to any site of
5 contract performance to inspect or investigate the matter of compliance with the
6 construction safety and health standards and to carry out the duties of the
7 Secretary under Section 107 of the Contract Work Hours and Safety Standards Act
8 (40 U.S.C. 333).

9 **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

10 In order to assure high quality and durable construction in conformity with approved plans
11 and specifications and a high degree of reliability on statements and representations made
12 by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is
13 essential that all persons concerned with the project perform their functions as carefully,
14 thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation
15 with respect to any facts related to the project is a violation of Federal law. To prevent any
16 misunderstanding regarding the seriousness of these and similar acts, the following notice
17 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places
18 where it is readily available to all persons concerned with the project:

19 **NOTICE TO ALL PERSONNEL ENGAGED ON**
20 **FEDERAL-AID HIGHWAY PROJECTS**

21 18 U.S.C. 1020 reads as follows:

22 *"Whoever, being an officer, agent, or employee of the United States, or of any State or*
23 *Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes*
24 *any false statement, false representation, or false report as to the character, quality,*
25 *quantity, or cost of the material used or to be used, or the quantity or quality of the work*
26 *performed or to be performed, or the cost thereof in connection with the submission of*
27 *plans, maps, specifications, contracts, or costs of construction on any highway or related*
28 *project submitted for approval to the Secretary of Transportation; or*

29 *Whoever knowingly makes any false statement, false representation, false report or false*
30 *claim with respect to the character, quality, quantity, or cost of any work performed or to be*
31 *performed, or materials furnished or to be furnished, in connection with the construction of*
32 *any highway or related project approved by the Secretary of Transportation; or*

33 *Whoever knowingly makes any false statement or false representation as to material fact in*
34 *any statement, certificate, or report submitted pursuant to provisions of the Federal-aid*
35 *Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

36 *Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

37 **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION**
38 **CONTROL ACT**

39 (Applicable to all Federal-aid construction contracts and to all related subcontracts of
40 \$100,000 or more.)

1 By submission of this bid or the execution of this contract, or subcontract, as appropriate,
2 the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be
3 deemed to have stipulated as follows:

4 1. That any facility that is or will be utilized in the performance of this contract, unless
5 such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et
6 seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution
7 Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500),
8 Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is
9 not listed, on the date of contract award, on the U.S. Environmental Protection
10 Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

11 2. That the firm agrees to comply and remain in compliance with all the requirements
12 of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution
13 Control Act and all regulations and guidelines listed thereunder.

14 3. That the firm shall promptly notify the SHA of the receipt of any communication from
15 the Director, Office of Federal Activities, EPA, indicating that a facility that is or will
16 be utilized for the contract is under consideration to be listed on the EPA List of
17 Violating Facilities.

18 4. That the firm agrees to include or cause to be included the requirements of
19 paragraph 1 through 4 of this Section X in every nonexempt subcontract, and
20 further agrees to take such action as the government may direct as a means of
21 enforcing such requirements.

22 **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND**
23 **VOLUNTARY EXCLUSION**

24 1. **Instructions for Certification - Primary Covered Transactions**

25 (Applicable to all Federal-aid contracts - 49 CFR 29)

26 a. By signing and submitting this proposal, the prospective primary participant
27 is providing the certification set out below.

28 b. The inability of a person to provide the certification set out below will not
29 necessarily result in denial of participation in this covered transaction. The
30 prospective participant shall submit an explanation of why it cannot provide
31 the certification set out below. The certification or explanation will be
32 considered in connection with the department or agency's determination
33 whether to enter into this transaction. However, failure of the prospective
34 primary participant to furnish a certification or an explanation shall disqualify
35 such a person from participation in this transaction.

36 c. The certification in this clause is a material representation of fact upon which
37 reliance was placed when the department or agency determined to enter
38 into this transaction. If it is later determined that the prospective primary
39 participant knowingly rendered an erroneous certification, in addition to other
40 remedies available to the Federal Government, the department or agency
41 may terminate this transaction for cause of default.

- 1 d. The prospective primary participant shall provide immediate written notice to
2 the department or agency to whom this proposal is submitted if at any time
3 the prospective primary participant learns that its certification was erroneous
4 when submitted or has become erroneous by reason of changed
5 circumstances.
- 6 e. The terms "covered transaction," "debarred," "suspended," "ineligible,"
7 "lower tier covered transaction," "participant," "person," "primary covered
8 transaction," "principal," "proposal," and "voluntarily excluded," as used in
9 this clause, have the meanings set out in the Definitions and Coverage
10 sections of rules implementing Executive Order 12549. You may contact the
11 department or agency to which this proposal is submitted for assistance in
12 obtaining a copy of those regulations.
- 13 f. The prospective primary participant agrees by submitting this proposal that,
14 should the proposed covered transaction be entered into, it shall not
15 knowingly enter into any lower tier covered transaction with a person who is
16 debarred, suspended, declared ineligible, or voluntarily excluded from
17 participation in this covered transaction, unless authorized by the
18 department or agency entering into this transaction.
- 19 g. The prospective primary participant further agrees by submitting this
20 proposal that it will include the clause titled "Certification Regarding
21 Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier
22 Covered Transaction," provided by the department or agency entering into
23 this covered transaction, without modification, in all lower tier covered
24 transactions and in all solicitations for lower tier covered transactions.
- 25 h. A participant in a covered transaction may rely upon a certification of a
26 prospective participant in a lower tier covered transaction that is not
27 debarred, suspended, ineligible, or voluntarily excluded from the covered
28 transaction, unless it knows that the certification is erroneous. A participant
29 may decide the method and frequency by which it determines the eligibility
30 of its principals. Each participant may, but is not required to, check the
31 nonprocurement portion of the "Lists of Parties Excluded From Federal
32 Procurement or Nonprocurement Programs" (Nonprocurement List) which is
33 compiled by the General Services Administration.
- 34 i. Nothing contained in the foregoing shall be construed to require
35 establishment of a system of records in order to render in good faith the
36 certification required by this clause. The knowledge and information of
37 participant is not required to exceed that which is normally possessed by a
38 prudent person in the ordinary course of business dealings.
- 39 j. Except for transactions authorized under paragraph f of these instructions, if
40 a participant in a covered transaction knowingly enters into a lower tier
41 covered transaction with a person who is suspended, debarred, ineligible, or
42 voluntarily excluded from participation in this transaction, in addition to other
43 remedies available to the Federal Government, the department or agency
44 may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Primary Covered Transactions**

- 1
2
- 3 1. The prospective primary participant certifies to the best of its knowledge and belief, that it
4 and its principals:
- 5 a. Are not presently debarred, suspended, proposed for debarment, declared
6 ineligible, or voluntarily excluded from covered transactions by any Federal
7 department or agency;
- 8 b. Have not within a 3-year period preceding this proposal been convicted of or had a
9 civil judgment rendered against them for commission of fraud or a criminal offense
10 in connection with obtaining, attempting to obtain, or performing a public (Federal,
11 State or local) transaction or contract under a public transaction; violation of Federal
12 or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,
13 falsification or destruction of records, making false statements, or receiving stolen
14 property;
- 15 c. Are not presently indicted for or otherwise criminally or civilly charged by a
16 governmental entity (Federal, State or local) with commission of any of the offenses
17 enumerated in paragraph 1b of this certification; and
- 18 d. Have not within a 3-year period preceding this application/proposal had one or more
19 public transactions (Federal, State or local) terminated for cause or default.
- 20 2. Where the prospective primary participant is unable to certify to any of the statements in
21 this certification, such prospective participant shall attach an explanation to this proposal.

22 * * * * *

23 **2. Instructions for Certification - Lower Tier Covered Transactions:**

24 (Applicable to all subcontracts, purchase orders and other lower tier transactions of
25 \$25,000 or more - 49 CFR 29)

- 26 a. By signing and submitting this proposal, the prospective lower tier participant is
27 providing the certification set out below.
- 28 b. The certification in this clause is a material representation of fact upon which
29 reliance was placed when this transaction was entered into. If it is later determined
30 that the prospective lower tier participant knowingly rendered an erroneous
31 certification, in addition to other remedies available to the Federal Government, the
32 department, or agency with which this transaction originated may pursue available
33 remedies, including suspension and/or debarment.
- 34 c. The prospective lower tier participant shall provide immediate written notice to the
35 person to which this proposal is submitted if at any time the prospective lower tier
36 participant learns that its certification was erroneous by reason of changed
37 circumstances.

- 1 d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary
2 covered transaction," "participant," "person," "principal," "proposal," and "voluntarily
3 excluded," as used in this clause, have the meanings set out in the Definitions and
4 Coverage sections of rules implementing Executive Order 12549. You may contact
5 the person to which this proposal is submitted for assistance in obtaining a copy of
6 those regulations.
- 7 e. The prospective lower tier participant agrees by submitting this proposal that,
8 should the proposed covered transaction be entered into, it shall not knowingly
9 enter into any lower tier covered transaction with a person who is debarred,
10 suspended, declared ineligible, or voluntarily excluded from participation in this
11 covered transaction, unless authorized by the department or agency with which this
12 transaction originated.
- 13 f. The prospective lower tier participant further agrees by submitting this proposal that
14 it will include this clause titled "Certification Regarding Debarment, Suspension,
15 Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without
16 modification, in all lower tier covered transactions and in all solicitations for lower
17 tier covered transactions.
- 18 g. A participant in a covered transaction may rely upon a certification of a prospective
19 participant in a lower tier covered transaction that is not debarred, suspended,
20 ineligible, or voluntarily excluded from the covered transaction, unless it knows that
21 the certification is erroneous. A participant may decide the method and frequency
22 by which it determines the eligibility of its principals. Each participant may, but is not
23 required to, check the Nonprocurement List.
- 24 h. Nothing contained in the foregoing shall be construed to require establishment of a
25 system of records in order to render in good faith the certification required by this
26 clause. The knowledge and information of participant is not required to exceed that
27 which is normally possessed by a prudent person in the ordinary course of business
28 dealings.
- 29 i. Except for transactions authorized under paragraph e of these instructions, if a
30 participant in a covered transaction knowingly enters into a lower tier covered
31 transaction with a person who is suspended, debarred, ineligible, or voluntarily
32 excluded from participation in this transaction, in addition to other remedies
33 available to the Federal Government, the department or agency with which this
34 transaction originated may pursue available remedies, including suspension and/or
35 debarment.

36 * * * * *

37 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--**
38 **Lower Tier Covered Transactions:**

- 39 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it
40 nor its principals is presently debarred, suspended, proposed for debarment, declared
41 ineligible, or voluntarily excluded from participation in this transaction by any Federal
42 department or agency.

1 2. Where the prospective lower tier participant is unable to certify to any of the statements in
2 this certification, such prospective participant shall attach an explanation to this proposal.

3 * * * * *

4 **XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

5 (Applicable to all Federal-aid construction contracts and to all related subcontracts which
6 exceed \$100,000 - 49 CFR 20)

7 1. The prospective participant certifies, by signing and submitting this bid or proposal,
8 to the best of his or her knowledge and belief, that:

9 a. No Federal appropriated funds have been paid or will be paid, by or on
10 behalf of the undersigned, to any person for influencing or attempting to
11 influence an officer or employee of any Federal agency, a Member of
12 Congress, an officer or employee of Congress, or an employee of a Member
13 of Congress in connection with the awarding of any Federal contract, the
14 making of any Federal grant, the making of any Federal loan, the entering
15 into of any cooperative agreement, and the extension, continuation, renewal,
16 amendment, or modification of any Federal contract, grant, loan, or
17 cooperative agreement.

18 b. If any funds other than Federal appropriated funds have been paid or will be
19 paid to any person for influencing or attempting to influence an officer or
20 employee of any Federal agency, a Member of Congress, an officer or
21 employee of Congress, or an employee of a Member of Congress in
22 connection with this Federal contract, grant, loan, or cooperative agreement,
23 the undersigned shall complete and submit Standard Form-LLL, "Disclosure
24 Form to Report Lobbying," in accordance with its instructions.

25 2. This certification is a material representation of fact upon which reliance was placed
26 when this transaction was made or entered into. Submission of this certification is a
27 prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.
28 Any person who fails to file the required certification shall be subject to a civil
29 penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30 3. The prospective participant also agrees by submitting his or her bid or proposal that
31 he or she shall require that the language of this certification be included in all lower
32 tier subcontracts, which exceed \$100,000 and that all such recipients shall certify
33 and disclose accordingly.
34

1 **Appendix 5-D**

2 **Federal Prevailing Wage Rates**

3 The prevailing wage rates for the Project shall comply with General Decision Number
4 WA100001 (10/01/2010), which sets forth the federal prevailing wage rates for highway projects
5 in all counties in the State of Washington. General Decision Number WA100001 is attached as
6 Appendix 5-D.

7 The prevailing wage rates for the Project shall comply with General Decision Number
8 WA100110 (10/01/2010), which sets forth the federal prevailing wage rates for heavy projects
9 in King County in the State of Washington. General Decision Number WA100110 is attached
10 as Appendix 5-D.

11

General Decision Number: WA100001 10/01/2010 WA1

Superseded General Decision Number: WA20080001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/16/2010
3	07/02/2010
4	07/30/2010
5	08/06/2010
6	08/20/2010
7	09/10/2010
8	09/24/2010
9	10/01/2010

CARP0001-008 09/01/2009

	Rates	Fringes
Carpenters:		
COLUMBIA RIVER AREA -		
ADAMS, BENTON, COLUMBIA,		
DOUGLAS (EAST OF THE 120TH		
MERIDIAN), FERRY,		
FRANKLIN, GRANT, OKANOGAN		
(EAST OF THE 120TH		
MERIDIAN) AND WALLA WALLA		
COUNTIES		
GROUP 1:.....	\$ 27.73	10.56
GROUP 2:.....	\$ 29.73	10.56
GROUP 3:.....	\$ 28.00	10.56
GROUP 4:.....	\$ 27.73	10.56
GROUP 5:.....	\$ 63.50	10.56
GROUP 6:.....	\$ 30.75	10.56
GROUP 7:.....	\$ 31.75	10.56
GROUP 8:.....	\$ 28.00	10.56
GROUP 9:.....	\$ 33.75	10.56

SPOKANE AREA: ASOTIN,
GARFIELD, LINCOLN, PEND
OREILLE, SPOKANE, STEVENS
AND WHITMAN COUNTIES

GROUP 1:.....	\$ 26.06	10.56
GROUP 2:.....	\$ 28.06	10.56
GROUP 3:.....	\$ 26.32	10.56
GROUP 4:.....	\$ 26.06	10.56
GROUP 5:.....	\$ 60.14	10.56
GROUP 6:.....	\$ 29.07	10.56
GROUP 7.....	\$ 30.07	10.56
GROUP 8.....	\$ 27.32	10.56
GROUP 9.....	\$ 33.07	10.56

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, machine erector

GROUP 3: Piledriver - includes driving, pulling, cutting,
placing collars, setting, welding, or creosote treated
material, on all piling

GROUP 4: Bridge carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby, Bell/Vehicle or Submersible operator
Not Under Pressure

GROUP 8: Assistant Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-40 MILES	FREE
ZONE 2	41-65 MILES	\$2.25/PER HOUR
ZONE 3	66-100 MILES	\$3.25/PER HOUR
ZONE 4	OVER 100 MILES	\$4.75/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main
Post Office of established residence of employee (Whichever
is closest to the worksite).

CARPENTERS/PILEDRIIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main
Post Office of established residence of employee (Whichever
is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of
established residence of employee (Whichever is closest to
the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (302 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$2.00 per foot
101-150 feet \$3.00 per foot
151-220 feet \$4.00 per foot
221 feet and deeper \$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet Free
26-300 feet \$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP0003-006 06/01/2007

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLUCKITAT,
LEWIS (Piledriver only), PACIFIC (South of a straight line made
by extending the north boundary line of Wahkiakum County west
to Willapa Bay to the Pacific Ocean), SKAMANIA AND WAHAKIAKUM
COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 27.56	13.30
DIVERS TENDERS.....	\$ 30.28	13.30
DIVERS.....	\$ 68.84	13.30
DRYWALL.....	\$ 27.56	13.30
MILLWRIGHTS.....	\$ 28.04	13.30
PILEDRIVERS.....	\$ 28.04	13.30

DEPTH PAY:

50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET
101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET
151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

- ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
- ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
- ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
- ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
- ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
- ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

 CARP0770-003 06/01/2009

	Rates	Fringes
Carpenters:		
CENTRAL WASHINGTON:		
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS, OKANOGAN (WEST OF THE 120TH MERIDIAN) AND YAKIMA COUNTIES		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 25.25	11.97
CARPENTERS.....	\$ 35.39	11.97
DIVERS TENDER.....	\$ 39.15	13.08
DIVERS.....	\$ 87.20	13.08
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 36.39	11.97
PILED RIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 35.59	11.97

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND FILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:
0 -25 radius miles Free
26-35 radius miles \$1.00/hour
36-45 radius miles \$1.15/hour
46-55 radius miles \$1.35/hour
Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND FILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:
0 -25 radius miles Free
26-45 radius miles \$.70/hour
Over 45 radius miles \$1.50/hour

	Rates	Fringes
Carpenters:		
WESTERN WASHINGTON:		
CLALLAM, GRAYS HARBOR,		
ISLAND, JEFFERSON, KING,		
KITSAP, LEWIS (excludes		
piledrivers only), MASON,		
PACIFIC (North of a		
straight line made by		
extending the north		
boundary line of Wahkiakum		
County west to the Pacific		
Ocean), PIERCE, SAN JUAN,		
SKAGIT, SNOHOMISH,		
THURSTON AND WHATCOM		
COUNTIES		
BRIDGE CARPENTERS.....	\$ 35.39	13.08
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 35.49	13.08
CARPENTERS.....	\$ 35.39	13.08
DIVERS TENDER.....	\$ 39.15	13.08
DIVERS.....	\$ 87.20	13.08
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 36.39	13.08
PILEDRIIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 35.59	13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:
 0 -25 radius miles Free
 26-35 radius miles \$1.00/hour
 36-45 radius miles \$1.15/hour
 46-55 radius miles \$1.35/hour
 Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:
 0 -25 radius miles Free
 26-45 radius miles \$.70/hour
 Over 45 radius miles \$1.50/hour

 ELEC0046-001 06/01/2009

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.89	3%+15.71
ELECTRICIAN.....	\$ 40.81	3%+15.71

 * ELEC0048-003 01/01/2010

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 39.66	\$16.58
ELECTRICIAN.....	\$ 36.05	\$16.58

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:
 Zone 1: 31-50 miles \$1.50/hour
 Zone 2: 51-70 miles \$3.50/hour
 Zone 3: 71-90 miles \$5.50/hour
 Zone 4: Beyond 90 miles \$9.00/hour

*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

ELEC0073-001 01/01/2010

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 28.62	3%+12.98
ELECTRICIAN.....	\$ 28.37	13.98

ELEC0076-002 09/01/2009

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 38.32	3%+16.45
ELECTRICIAN.....	\$ 34.84	3%+16.40

ELEC0112-005 07/01/2010

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA
WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 36.70	3%+13.73
ELECTRICIAN.....	\$ 35.20	3%+14.23

ELEC0191-003 03/01/2008

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 36.86	3%+12.98
ELECTRICIAN.....	\$ 33.51	3%+12.98

ELEC0191-004 03/01/2008

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 32.46	3%+12.81
ELECTRICIAN.....	\$ 29.51	3%+12.81

ELEC0970-001 01/01/2009

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 34.68	3%+9.59
ELECTRICIAN.....	\$ 31.53	3%+9.59

ENGI0302-003 06/01/2009

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

PROJECTS: CATEGORY A PROJECTS (EXCLUDES CATEGORY B PROJECTS, AS SHOWN BELOW)

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 35.79	15.15
Group 1AA.....	\$ 36.36	15.15
Group 1AAA.....	\$ 36.92	15.15
Group 1.....	\$ 35.24	15.15
Group 2.....	\$ 34.75	15.15
Group 3.....	\$ 34.33	15.15
Group 4.....	\$ 31.97	15.15

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish machine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

Category B Projects: 95% of the basic hourly rate for each group plus full fringe benefits applicable to category A projects shall apply to the following projects. A Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

- H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing
- H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.
- H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.
- H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

ENGI0370-002 06/01/2009

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN),
COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY,
FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH
MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN
AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
Power equipment operators:		
GROUP 1A.....	\$ 23.21	11.05

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington;
Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco,
Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors
(under 2000 CFM, gas, diesel, or electric power); Deck
Hand; Drillers Helper (Assist driller in making drill rod
connections, service drill engine and air compressor,
repair drill rig and drill tools, drive drill support truck
to and on the job site, remove drill cuttings from around
bore hole and inspect drill rig while in operation);
Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman;
Oiler Driver, & Cable Tender, Mucking Machine; Pumpman;
Rollers, all types on subgrade, including seal and chip
coatings (farm type, Case, John Deere & similar, or
Compacting Vibrator), except when pulled by Dozer with
operable blade; Welding Machine; Crane Oiler-Driver (CLD
required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Roller (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel (under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)
180 ft to 250 ft \$.50 over scale
Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

ENGI0612-006 06/01/2009

LEWIS, PIERCE, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkiakum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
GROUP 1A.....	\$ 35.79	15.15
GROUP 1AA.....	\$ 36.36	15.15
GROUP 1AAA.....	\$ 36.92	15.15
GROUP 1.....	\$ 35.24	15.15
GROUP 2.....	\$ 34.75	15.15
GROUP 3.....	\$ 34.33	15.15
GROUP 4.....	\$ 31.97	15.15

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$.70

Zone 3 (Over 45 radius miles) - \$1.00

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tons to 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

- H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing
- H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.
- H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.
- H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

 ENGI0701-002 01/01/2010

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
Power equipment operators: (See Footnote A)		
GROUP 1.....	\$ 37.27	11.50
GROUP 1A.....	\$ 39.13	11.50
GROUP 1B.....	\$ 41.00	11.50
GROUP 2.....	\$ 35.64	11.50
GROUP 3.....	\$ 34.64	11.50
GROUP 4.....	\$ 33.71	11.50
GROUP 5.....	\$ 32.60	11.50
GROUP 6.....	\$ 29.61	11.50

Zone Differential (add to Zone 1 rates):
Zone 2 - \$3.00
Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH;
CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;
CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS
INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE;
GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type; CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc. operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment);

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type); Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane; Carry Deck Operator; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizzley Operator; Drill Doctor; Boring Machine Operator; Driller-Percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating; Bolt Threading

Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-pull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Pactor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churn Drill and Earth Boring Machine Operator; Vacuum Truck; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Fork Lift, over 10 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including

20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or similar types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULERS: Cat wagon DJBs Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chip Spreading machine operator; Lime spreading operator, construction job site; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feeder; CRUSHER: Crusher oiler; Crusher feeder; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (excluding working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; Lull Hi-Lift Operator or Similar Type; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler-Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; Rigger; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

IRON0014-005 07/01/2009

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.79	17.40

IRON0029-002 07/01/2010

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.62	21.10

IRON0086-002 07/01/2010

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.09	21.10

IRON0086-004 07/01/2010

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.67	21.10

LABO0001-002 06/01/2009

ZONE 1:

	Rates	Fringes
Laborers:		
CALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH OF STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY WAHAKIUM COUNTY WEST TO THE PACIFIC OCEAN), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES		
GROUP 1.....	\$ 21.77	9.07
GROUP 2.....	\$ 24.86	9.07
GROUP 3.....	\$ 30.96	9.07
GROUP 4.....	\$ 31.70	9.07
GROUP 5.....	\$ 32.21	9.07
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITITAS AND YAKIMA COUNTIES		
GROUP 1.....	\$ 17.95	9.07
GROUP 2.....	\$ 20.58	9.07
GROUP 3.....	\$ 22.54	9.07
GROUP 4.....	\$ 23.09	9.07
GROUP 5.....	\$ 23.48	9.07

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall
ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall
ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00
ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall
ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glass operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LAB00238-004 06/01/2010

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 20.76	9.40
GROUP 2.....	\$ 22.86	9.40
GROUP 3.....	\$ 23.13	9.40
GROUP 4.....	\$ 23.40	9.40
GROUP 5.....	\$ 23.68	9.40
GROUP 6.....	\$ 24.85	8.75

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder; Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Raker; Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

GROUP 6 - Powderman

LABO0238-006 07/26/2010

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 24.00	9.64

LABO0335-001 06/01/2010

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 27.51	10.15
GROUP 2.....	\$ 28.11	10.15
GROUP 3.....	\$ 28.55	10.15
GROUP 4.....	\$ 28.93	10.15
GROUP 5.....	\$ 25.01	10.15
GROUP 6.....	\$ 22.59	10.15
GROUP 7.....	\$ 19.39	10.15

Zone Differential (Add to Zone 1 rates):
 Zone 2 \$ 0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: GOLDENDALE, LONGVIEW, AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.
 ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
 ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
 ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
 ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalars, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timberman; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls);
 Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam
 (pipelaying)-applicable when employee assigned to move, set
 up, align; Laser Beam; Tunnel Miners; Motorman-Dinky
 Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

 LABO0335-019 06/01/2008

	Rates	Fringes
Hod Carrier.....	\$ 29.58	8.40

 PAIN0005-002 07/01/2009

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH),
 SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Painters: STRIPERS.....	\$ 27.40	11.50

 PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
 MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND
 WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

* PAIN0005-006 07/01/2009

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);
CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,
LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,
WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Painters:		
Application of Cold Tar Products, Epoxies, Polyure thanes, Acids, Radiation Resistant Material, Water and Sandblasting.....	\$ 21.50	7.98
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray....	\$ 15.09	6.78
Lead Abatement, Asbestos Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates
listed for work on swing stages and high work of over 30
feet.

PAIN0055-002 07/01/2009

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM
COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 19.59	7.24
High work - All work 60 ft. or higher.....	\$ 20.34	7.24
Spray and Sandblasting.....	\$ 20.19	7.24

PAIN0055-007 07/01/2010

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT STRIPER.....	\$ 32.06	8.78

PLAS0072-004 06/01/2009

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1:.....	\$ 24.08	11.22

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

* PLAS0528-001 06/01/2010

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
Cement Masons:		
CEMENT MASON	\$ 35.40	13.75
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 35.90	13.75
TROWLING MACHINE OPERATOR ON COMPOSITION.....	\$ 36.90	13.75

PLAS0555-002 06/01/2009

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
Cement Masons:		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDE/HANGING SCAFFOLD..	\$ 29.94	15.59
CEMENT MASONS ON SUSPENDE, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 29.41	15.59
CEMENT MASONS.....	\$ 28.87	15.59
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 29.41	15.59

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,
SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall
ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.
ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2009

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line
made by extending the north boundary line of Wahkiakum County
west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 26.90	12.75
GROUP 2.....	\$ 27.02	12.75
GROUP 3.....	\$ 27.15	12.75
GROUP 4.....	\$ 27.41	12.75
GROUP 5.....	\$ 27.63	12.75
GROUP 6.....	\$ 27.79	12.75
GROUP 7.....	\$ 27.99	12.75

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city
hall.

ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu.

yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

* TEAM0174-001 06/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 31.87	14.60
GROUP 2:.....	\$ 31.03	14.60
GROUP 3:.....	\$ 28.22	14.60
GROUP 4:.....	\$ 23.25	14.60
GROUP 5:.....	\$ 31.42	14.60

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from center of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0760-002 06/01/2009

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Truck drivers: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)		
ZONE 1:		
GROUP 1.....	\$ 20.02	10.86
GROUP 2.....	\$ 22.29	10.86
GROUP 3.....	\$ 22.79	10.86
GROUP 4.....	\$ 23.12	10.86
GROUP 5.....	\$ 23.23	10.86
GROUP 6.....	\$ 23.40	10.86
GROUP 7.....	\$ 23.93	10.86
GROUP 8.....	\$ 24.26	10.86

Zone Differential (Add to Zone 1 rate: Zone 2 - \$2.00)

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston
Zone 1: 0-45 radius miles from the main post office.
Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: WA100110 10/01/2010 WA110

Superseded General Decision Number: WA20080110

State: Washington

Construction Type: Heavy including water and sewer line construction

County: King County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	07/02/2010
3	07/09/2010
4	07/30/2010
5	08/13/2010
6	09/10/2010
7	10/01/2010

ASBE0007-001 01/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Pipe and Duct Insulation).....	\$ 38.93	13.75

CARP0770-030 06/01/2009

	Rates	Fringes
CARPENTER (Including Formwork)...	\$ 35.39	13.08
MILLWRIGHT.....	\$ 36.39	13.08
PILEDRIVERMAN.....	\$ 35.59	13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

- | | | |
|------------------|--------------|--------------|
| Seattle | Olympia | Bellingham |
| Auburn | Bremerton | Anacortes |
| Renton | Shelton | Yakima |
| Aberdeen-Hoquiam | Tacoma | Wenatchee |
| Ellensburg | Everett | Port Angeles |
| Centralia | Mount Vernon | Sunnyside |
| Chelan | Pt. Townsend | |

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:
 0 -25 radius miles Free
 26-45 radius miles \$.70/hour
 Over 45 radius miles \$1.50/hour

 ELEC0046-006 06/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 40.81	3%+15.71

 ELEC0077-001 02/01/2010

	Rates	Fringes
Line Construction: LINEMEN.....	\$ 42.27	13.54

 ENGI0302-026 06/01/2009

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 35.79	15.15
Group 1AA.....	\$ 36.36	15.15
Group 1AAA.....	\$ 36.92	15.15
Group 1.....	\$ 35.24	15.15
Group 2.....	\$ 34.75	15.15
Group 3.....	\$ 34.33	15.15
Group 4.....	\$ 31.97	15.15

Zone Differential (Add to Zone 1 rates):
 Zone 2 (26-45 radius miles) - \$1.00
 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom; Excavator/Trackhoe: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments);Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; excavator/Trackhoe: over 50 metric tons to 90 metric tons; Backhoe- 6 yards and over with attachments

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments);Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator/Trackhoe: over 30 metric tons to 50 metric tons; Loader- overhead 6 yards to, but not including 8 yards; Dozer D-10; Screedman; Scrapers: 45 yards and over; Grader/Blade; Paver

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Crane Oiler-100 Tons and Over; Scraper: under 45 tons; Backhoe- 3 yards and under; Mechanic; Piledriver; Boring Machine

GROUP 3 - Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Dozers-D-9 and under; Motor patrol grader-nonfinishing; Roller-Plant Mix; Crane Oiler under 100 tons; Excavator/Trackhoe: under 15 metric tons; Service Oiler; Conveyors; Backhoe 75 hp and under; Boom Truck over 10 tons

GROUP 4 - Cranes-A frame-10 tons and under; Roller-other than plant mix; Rigger/Bellman; Grade Checker; Drill Assistant; Boom Truck 10 tons and under

IRON0086-010 07/01/2010

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 37.67	21.10

LABO0001-025 06/01/2009

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 24.86	9.07
GROUP 3.....	\$ 30.96	9.07
GROUP 4.....	\$ 31.70	9.07
GROUP 5.....	\$ 32.21	9.07

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00
ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
- ZONE 3 - More than 45 radius miles from the respective city hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Mason Tender-Cement/Concrete; Form Stripping; Sign Erector/Installer

GROUP 4: Grade Checker; Pipe Layer; Handheld Drill; High Scaler; Jackhammer

GROUP 5: Mason Tender-Brick

 PAIN0005-008 03/01/2009

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 20.82	7.44

* PLAS0528-004 06/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.40	13.75

 PLUM0032-011 01/01/2010

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 46.30	19.69

 SUWA2009-061 08/07/2009

	Rates	Fringes
LABORER: Landscape and Irrigation.....	\$ 8.77	1.80
OPERATOR: Asphalt Plant.....	\$ 34.14	0.68
OPERATOR: Bobcat/Skid Loader....	\$ 10.63	0.00
OPERATOR: Broom/Sweeper.....	\$ 30.39	3.77
OPERATOR: Forklift.....	\$ 28.03	7.28
OPERATOR: Power Shovel.....	\$ 25.12	7.83
TRUCK DRIVER: Flatbed Truck.....	\$ 22.74	6.29
TRUCK DRIVER: Lowboy Truck.....	\$ 22.89	5.72

* TEAM0174-003 06/01/2009

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 31.87	14.60
GROUP 2:.....	\$ 31.03	14.60

 ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

 ZONE C (over 45 miles from center of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment.; Water Truck-3,000 gallons and over; Semi-Trailer Truck

GROUP 2 - Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Water Truck- less than 3,000 gallons

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

1 Appendix 5-E

2 State Prevailing Wage Rates

3 In addition to the federal prevailing wage rates set forth in Appendix 5-D, the prevailing wage
4 rates for the Project shall comply with Washington State Prevailing Wage Rates for Public
5 Works Contracts, as published by the State of Washington Department of Labor and Industries
6 and made effective March 3, 2010. Said State prevailing wage rates are attached as
7 Appendix 5-E.

8

State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
 Prevailing Wage Section - Telephone (360) 902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates For Public Works Contracts

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

KING COUNTY
EFFECTIVE 3-03-2010

 (See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$40.03	1H	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$56.53	1C	5N	
BRICK MASON				
BRICK AND BLOCK FINISHER	\$39.49	1M	5A	
JOURNEY LEVEL	\$46.35	1M	5A	
BUILDING SERVICE EMPLOYEES				
JANITOR	\$17.98	2F	5S	
TRAVELING WAXER/SHAMPOOER	\$18.39	2F	5S	
WINDOW CLEANER (NON-SCAFFOLD)	\$22.65	2F	5S	
WINDOW CLEANER (SCAFFOLD)	\$23.51	2F	5S	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$16.67	1		
CARPENTERS				
ACOUSTICAL WORKER	\$48.60	1H	5D	
BRIDGE, DOCK AND WARF CARPENTERS	\$48.47	1H	5D	
CARPENTER	\$48.47	1H	5D	
CREOSOTED MATERIAL	\$48.57	1H	5D	
DRYWALL APPLICATOR	\$48.74	1H	5D	
FLOOR FINISHER	\$48.60	1H	5D	
FLOOR LAYER	\$48.60	1H	5D	
FLOOR SANDER	\$48.60	1H	5D	
MILLWRIGHT AND MACHINE ERECTORS	\$49.47	1H	5D	
PILEDRIVERS, DRIVING, PULLING, PLACING COLLARS AND WELDING	\$48.67	1H	5D	
SAWFILER	\$48.60	1H	5D	
SHINGLER	\$48.60	1H	5D	
STATIONARY POWER SAW OPERATOR	\$48.60	1H	5D	
STATIONARY WOODWORKING TOOLS	\$48.60	1H	5D	
CEMENT MASONS				
JOURNEY LEVEL	\$49.15	1M	5D	
DIVERS & TENDERS				
DIVER	\$100.28	1M	5D	8A
DIVER ON STANDBY	\$56.68	1M	5D	
DIVER TENDER	\$52.23	1M	5D	
SURFACE RCV & ROV OPERATOR	\$52.23	1M	5D	
SURFACE RCV & ROV OPERATOR TENDER	\$48.85	1B	5A	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$49.57	1T	5D	8L
ASSISTANT MATE (DECKHAND)	\$49.06	1T	5D	8L
BOATMEN	\$49.57	1T	5D	8L
ENGINEER WELDER	\$49.62	1T	5D	8L

KING COUNTY
EFFECTIVE 3-03-2010

(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over</u>		
		<u>Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
LEVERMAN, HYDRAULIC	\$51.19	1T	5D	8L
MAINTENANCE	\$49.06	1T	5D	8L
MATES	\$49.57	1T	5D	8L
OILER	\$49.19	1T	5D	8L
DRYWALL TAPERS				
JOURNEY LEVEL	\$48.79	1E	5P	
ELECTRICAL FIXTURE MAINTENANCE WORKERS				
JOURNEY LEVEL	\$25.34	1E	5L	
ELECTRICIANS - INSIDE				
CABLE SPLICER	\$61.95	2W	5L	
CABLE SPLICER (TUNNEL)	\$66.57	2W	5L	
CERTIFIED WELDER	\$59.85	2W	5L	
CERTIFIED WELDER (TUNNEL)	\$64.25	2W	5L	
CONSTRUCTION STOCK PERSON	\$31.83	2W	5L	
JOURNEY LEVEL	\$57.74	2W	5L	
JOURNEY LEVEL (TUNNEL)	\$61.95	2W	5L	
ELECTRICIANS - MOTOR SHOP				
CRAFTSMAN	\$15.37	2A	6C	
JOURNEY LEVEL	\$14.69	2A	6C	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	\$59.79	4A	5A	
CERTIFIED LINE WELDER	\$54.59	4A	5A	
GROUNDPERSON	\$39.07	4A	5A	
HEAD GROUNDPERSON	\$41.22	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	\$54.59	4A	5A	
JACKHAMMER OPERATOR	\$41.22	4A	5A	
JOURNEY LEVEL LINEPERSON	\$54.59	4A	5A	
LINE EQUIPMENT OPERATOR	\$46.32	4A	5A	
POLE SPRAYER	\$54.59	4A	5A	
POWDERPERSON	\$41.22	4A	5A	
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$31.00	1		
ELEVATOR CONSTRUCTORS				
MECHANIC	\$67.91	4A	6Q	
MECHANIC IN CHARGE	\$73.87	4A	6O	
FABRICATED PRECAST CONCRETE PRODUCTS				
ALL CLASSIFICATIONS	\$13.60	2K	5B	
FENCE ERECTORS				
FENCE ERECTOR	\$15.18	1		
FLAGGERS				
JOURNEY LEVEL	\$33.93	1H	5D	
GLAZIERS				
JOURNEY LEVEL	\$48.61	1Y	5G	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$50.28	1S	5J	
HEATING EQUIPMENT MECHANICS				
MECHANIC	\$59.32	1E	6L	
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$41.28	1H	5D	
INDUSTRIAL ENGINE AND MACHINE MECHANICS				
MECHANIC	\$15.65	1		

KING COUNTY
EFFECTIVE 3-03-2010

(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
INDUSTRIAL POWER VACUUM CLEANER				
JOURNEY LEVEL	\$9.24	1		
INLAND BOATMEN				
CAPTAIN	\$48.39	1K	5B	
COOK	\$45.36	1K	5B	
DECKHAND	\$45.36	1K	5B	
ENGINEER/DECKHAND	\$46.25	1K	5B	
MATE, LAUNCH OPERATOR	\$47.35	1K	5B	
INSPECTION/CLEANING/SEALING OF SEWER & WATER SYSTEMS BY REMOTE CONTROL				
CLEANER OPERATOR, FOAMER OPERATOR	\$31.49	1		
GROUT TRUCK OPERATOR	\$11.48	1		
HEAD OPERATOR	\$24.91	1		
TECHNICIAN	\$19.33	1		
TV TRUCK OPERATOR	\$20.45	1		
INSULATION APPLICATORS				
JOURNEY LEVEL	\$48.47	1M	5D	
IRONWORKERS				
JOURNEY LEVEL	\$54.27	1O	5A	
LABORERS				
ASPHALT RAKER	\$41.28	1H	5D	
BALLAST REGULATOR MACHINE	\$40.03	1H	5D	
BATCH WEIGHMAN	\$33.93	1H	5D	
BRUSH CUTTER	\$40.03	1H	5D	
BRUSH HOG FEEDER	\$40.03	1H	5D	
BURNERS	\$40.03	1H	5D	
CARPENTER TENDER	\$40.03	1H	5D	
CASSION WORKER	\$41.28	1H	5D	
CEMENT DUMPER/PAVING	\$40.77	1H	5D	
CEMENT FINISHER TENDER	\$40.03	1H	5D	
CHANGE-HOUSE MAN OR DRY SHACKMAN	\$40.03	1H	5D	
CHIPPING GUN (OVER 30 LBS)	\$40.77	1H	5D	
CHIPPING GUN (UNDER 30 LBS)	\$40.03	1H	5D	
CHOKER SETTER	\$40.03	1H	5D	
CHUCK TENDER	\$40.03	1H	5D	
CLEAN-UP LABORER	\$40.03	1H	5D	
CONCRETE DUMPER/CHUTE OPERATOR	\$40.77	1H	5D	
CONCRETE FORM STRIPPER	\$40.03	1H	5D	
CONCRETE SAW OPERATOR	\$40.77	1H	5D	
CRUSHER FEEDER	\$33.93	1H	5D	
CURING LABORER	\$40.03	1H	5D	
DEMOLITION, WRECKING & MOVING (INCLUDING CHARRED MATERIALS)	\$40.03	1H	5D	
DITCH DIGGER	\$40.03	1H	5D	
DIVER	\$41.28	1H	5D	
DRILL OPERATOR (HYDRAULIC, DIAMOND)	\$40.77	1H	5D	
DRILL OPERATOR, AIRTRAC	\$41.28	1H	5D	
DUMPMAN	\$40.03	1H	5D	
EPOXY TECHNICIAN	\$40.03	1H	5D	
EROSION CONTROL WORKER	\$40.03	1H	5D	
FALLER/BUCKER, CHAIN SAW	\$40.77	1H	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$30.84	1H	5D	

KING COUNTY
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(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
FINE GRADERS	\$40.03	1H	5D	
FIRE WATCH	\$33.93	1H	5D	
FORM SETTER	\$40.03	1H	5D	
GABION BASKET BUILDER	\$40.03	1H	5D	
GENERAL LABORER	\$40.03	1H	5D	
GRADE CHECKER & TRANSIT PERSON	\$41.28	1H	5D	
GRINDERS	\$40.03	1H	5D	
GROUT MACHINE TENDER	\$40.03	1H	5D	
GUARDRAIL ERECTOR	\$40.03	1H	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$41.28	1H	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$40.77	1H	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$40.03	1H	5D	
HIGH SCALER	\$41.28	1H	5D	
HOD CARRIER/MORTARMAN	\$41.28	1H	5D	
JACKHAMMER	\$40.77	1H	5D	
LASER BEAM OPERATOR	\$40.77	1H	5D	
MANHOLE BUILDER-MUDMAN	\$40.77	1H	5D	
MATERIAL YARDMAN	\$40.03	1H	5D	
MINER	\$41.28	1H	5D	
NOZZLEMAN, CONCRETE PUMP, GREEN CUTTER WHEN USING HIGH PRESSURE AIR & WATER ON CONCRETE & ROCK, SANDBLAST, GUNITE, SHOTCRETE, WATER BLASTER	\$40.77	1H	5D	
PAVEMENT BREAKER	\$40.77	1H	5D	
PILOT CAR	\$33.93	1H	5D	
PIPE POT TENDER	\$40.77	1H	5D	
PIPE RELINER (NOT INSERT TYPE)	\$40.77	1H	5D	
PIPELAYER & CAULKER	\$40.77	1H	5D	
PIPELAYER & CAULKER (LEAD)	\$41.28	1H	5D	
PIPEWRAPPER	\$40.77	1H	5D	
POT TENDER	\$40.03	1H	5D	
POWDERMAN	\$41.28	1H	5D	
POWDERMAN HELPER	\$40.03	1H	5D	
POWERJACKS	\$40.77	1H	5D	
RAILROAD SPIKE PULLER (POWER)	\$40.77	1H	5D	
RE-TIMBERMAN	\$41.28	1H	5D	
RIPRAP MAN	\$40.03	1H	5D	
RODDER	\$40.77	1H	5D	
SCAFFOLD ERECTOR	\$40.03	1H	5D	
SCALE PERSON	\$40.03	1H	5D	
SIGNALMAN	\$40.03	1H	5D	
SLOPER (OVER 20")	\$40.77	1H	5D	
SLOPER SPRAYMAN	\$40.03	1H	5D	
SPREADER (CLARY POWER OR SIMILAR TYPES)	\$40.77	1H	5D	
SPREADER (CONCRETE)	\$40.77	1H	5D	
STAKE HOPPER	\$40.03	1H	5D	
STOCKPILER	\$40.03	1H	5D	
TAMPER & SIMILAR ELECTRIC, AIR & GAS	\$40.77	1H	5D	
TAMPER (MULTIPLE & SELF PROPELLED)	\$40.77	1H	5D	
TOOLROOM MAN (AT JOB SITE)	\$40.03	1H	5D	
TOPPER-TAILER	\$40.03	1H	5D	
TRACK LABORER	\$40.03	1H	5D	
TRACK LINER (POWER)	\$40.77	1H	5D	

KING COUNTY
EFFECTIVE 3-03-2010

(See Benefit Code Key)

Classification	PREVAILING WAGE	Over		Note Code
		Time Code	Holiday Code	
TRUCK SPOTTER	\$40.03	1H	5D	
TUGGER OPERATOR	\$40.77	1H	5D	
VIBRATING SCREED (AIR, GAS, OR ELECTRIC)	\$40.03	1H	5D	
VIBRATOR	\$40.77	1H	5D	
VINYL SEAMER	\$40.03	1H	5D	
WELDER	\$40.03	1H	5D	
WELL-POINT LABORER	\$40.77	1H	5D	
LABORERS - UNDERGROUND SEWER & WATER				
GENERAL LABORER & TOPMAN	\$40.03	1H	5D	
PIPE LAYER	\$40.77	1H	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$13.56	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$28.17	1		
LANDSCAPING OR PLANTING LABORERS	\$17.87	1		
LATHERS				
JOURNEY LEVEL	\$48.74	1H	5D	
MARBLE SETTERS				
JOURNEY LEVEL	\$46.35	1M	5A	
METAL FABRICATION (IN SHOP)				
FITTER	\$15.86	1		
LABORER	\$9.78	1		
MACHINE OPERATOR	\$13.04	1		
PAINTER	\$11.10	1		
WELDER	\$15.48	1		
MODULAR BUILDINGS				
CABINET ASSEMBLY	\$11.56	1		
ELECTRICIAN	\$11.56	1		
EQUIPMENT MAINTENANCE	\$11.56	1		
PLUMBER	\$11.56	1		
PRODUCTION WORKER	\$9.40	1		
TOOL MAINTENANCE	\$11.56	1		
UTILITY PERSON	\$11.56	1		
WELDER	\$11.56	1		
PAINTERS				
JOURNEY LEVEL	\$34.87	2B	6Z	
PLASTERERS				
JOURNEY LEVEL	\$46.63	1R	5B	
PLAYGROUND & PARK EQUIPMENT INSTALLERS				
JOURNEY LEVEL	\$8.55	1		
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$66.44	1G	5A	
POWER EQUIPMENT OPERATORS				
ASPHALT PLANT OPERATOR	\$50.39	1T	5D	8P
ASSISTANT ENGINEERS	\$47.12	1T	5D	8P
BACKHOE, EXCAVATOR SHOVEL, OVER 50 METRIC TONS TO 90 METRIC TONS	\$50.94	1T	5D	8P
BACKHOE, EXCAVATOR SHOVEL, OVER 90 METRIC TONS	\$51.51	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, OVER 30 METRIC TONS TO 50 METRIC TONS	\$50.39	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, TRACTORS UNDER 15 METRIC TONS	\$49.48	1T	5D	8P
BACKHOE, EXCAVATOR, SHOVEL, TRACTORS: 15 TO 30 METRIC TONS	\$49.90	1T	5D	8P
BARRIER MACHINE (ZIPPER)	\$49.90	1T	5D	8P

KING COUNTY
EFFECTIVE 3-03-2010

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>(See Benefit Code Key)</u>		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
BATCH PLANT OPERATOR, CONCRETE	\$49.90	1T	5D	8P
BELT LOADERS (ELEVATING TYPE)	\$49.48	1T	5D	8P
BOBCAT (SKID STEER)	\$47.12	1T	5D	8P
BROKK-REMOTE DEMOLITION EQUIPMENT	\$47.12	1T	5D	8P
BROOMS	\$47.12	1T	5D	8P
BUMP CUTTER	\$49.90	1T	5D	8P
CABLEWAYS	\$50.39	1T	5D	8P
CHIPPER	\$49.90	1T	5D	8P
COMPRESSORS	\$47.12	1T	5D	8P
CONCRETE FINISH MACHINE - LASER SCREED	\$47.12	1T	5D	8P
CONCRETE PUMPS	\$49.48	1T	5D	8P
CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT	\$49.90	1T	5D	8P
CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT OVER 42 METERS	\$50.39	1T	5D	8P
CONVEYORS	\$49.48	1T	5D	8P
CRANE, FRICTION 100 TONS THROUGH 199 TONS	\$51.51	1T	5D	8P
CRANE, FRICTION OVER 200 TONS	\$52.07	1T	5D	8P
CRANES, THRU 19 TONS, WITH ATTACHMENTS	\$49.48	1T	5D	8P
CRANES, 20 - 44 TONS, WITH ATTACHMENTS	\$49.90	1T	5D	8P
CRANES, 45 TONS - 99 TONS, UNDER 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	\$50.39	1T	5D	8P
CRANES, 100 TONS - 199 TONS, OR 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	\$50.94	1T	5D	8P
CRANES, 200 TONS TO 300 TONS, OR 250 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)	\$51.51	1T	5D	8P
CRANES, A-FRAME, 10 TON AND UNDER	\$47.12	1T	5D	8P
CRANES, A-FRAME, OVER 10 TON	\$49.48	1T	5D	8P
CRANES, OVER 300 TONS, OR 300' OF BOOM INCLUDING JIB WITH ATTACHMENTS	\$52.07	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (20 - 44 TONS)	\$49.90	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (45 - 99 TONS)	\$50.39	1T	5D	8P
CRANES, OVERHEAD, BRIDGE TYPE (100 TONS & OVER)	\$50.94	1T	5D	8P
CRANES, TOWER CRANE UP TO 175' IN HEIGHT, BASE TO BOOM	\$50.94	1T	5D	8P
CRANES, TOWER CRANE OVER 175' IN HEIGHT, BASE TO BOOM	\$51.51	1T	5D	8P
CRUSHERS	\$49.90	1T	5D	8P
DECK ENGINEER/DECK WINCHES (POWER)	\$49.90	1T	5D	8P
DERRICK, BUILDING	\$50.39	1T	5D	8P
DOZER, QUAD 9, D-10, AND HD-41	\$50.39	1T	5D	8P
DOZERS, D-9 & UNDER	\$49.48	1T	5D	8P
DRILL OILERS - AUGER TYPE, TRUCK OR CRANE MOUNT	\$49.48	1T	5D	8P
DRILLING MACHINE	\$49.90	1T	5D	8P
ELEVATOR AND MANLIFT, PERMANENT AND SHAFT-TYPE	\$47.12	1T	5D	8P
EQUIPMENT SERVICE ENGINEER (OILER)	\$49.48	1T	5D	8P
FINISHING MACHINE/BIDWELL GAMACO AND SIMILAR EQUIP	\$49.90	1T	5D	8P
FORK LIFTS, (3000 LBS AND OVER)	\$49.48	1T	5D	8P
FORK LIFTS, (UNDER 3000 LBS)	\$47.12	1T	5D	8P
GRADE ENGINEER	\$49.90	1T	5D	8P
GRADECHECKER AND STAKEMAN	\$47.12	1T	5D	8P
GUARDRAIL PUNCH	\$49.90	1T	5D	8P
HOISTS, OUTSIDE (ELEVATORS AND MANLIFTS), AIR TUGGERS	\$49.48	1T	5D	8P
HORIZONTAL/DIRECTIONAL DRILL LOCATOR	\$49.48	1T	5D	8P
HORIZONTAL/DIRECTIONAL DRILL OPERATOR	\$49.90	1T	5D	8P
HYDRALIFTS/BOOM TRUCKS (10 TON & UNDER)	\$47.12	1T	5D	8P

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HYDRALIFTS/BOOM TRUCKS (OVER 10 TON)	\$49.48	1T	5D	8P
LOADERS, OVERHEAD (6 YD UP TO 8 YD)	\$50.39	1T	5D	8P
LOADERS, OVERHEAD (8 YD & OVER)	\$50.94	1T	5D	8P
LOADERS, OVERHEAD (UNDER 6 YD), PLANT FEED	\$49.90	1T	5D	8P
LOCOMOTIVES, ALL	\$49.90	1T	5D	8P
MECHANICS, ALL	\$50.94	1T	5D	8P
MIXERS, ASPHALT PLANT	\$49.90	1T	5D	8P
MOTOR PATROL GRADER (FINISHING)	\$50.39	1T	5D	8P
MOTOR PATROL GRADER (NON-FINISHING)	\$49.48	1T	5D	8P
MUCKING MACHINE, MOLE, TUNNEL DRILL AND/OR SHIELD	\$50.39	1T	5D	8P
OIL DISTRIBUTORS, BLOWER DISTRIBUTION AND MULCH SEEDING OPERATOR	\$47.12	1T	5D	8P
PAVEMENT BREAKER	\$47.12	1T	5D	8P
PILEDRIWER (OTHER THAN CRANE MOUNT)	\$49.90	1T	5D	8P
PLANT OILER (ASPHALT, CRUSHER)	\$49.48	1T	5D	8P
POSTHOLE DIGGER, MECHANICAL	\$47.12	1T	5D	8P
POWER PLANT	\$47.12	1T	5D	8P
PUMPS, WATER	\$47.12	1T	5D	8P
QUICK TOWER-NO CAB, UNDER 100 FEET IN HEIGHT BASED TO BOOM	\$47.12	1T	5D	8P
REMOTE CONTROL OPERATOR ON RUBBER TIRED EARTH MOVING EQUIP	\$50.39	1T	5D	8P
RIGGER AND BELLMAN	\$47.12	1T	5D	8P
ROLLAGON	\$50.39	1T	5D	8P
ROLLER, OTHER THAN PLANT ROAD MIX	\$47.12	1T	5D	8P
ROLLERS, PLANTMIX OR MULTILIFT MATERIALS	\$49.48	1T	5D	8P
ROTO-MILL, ROTO-GRINDER	\$49.90	1T	5D	8P
SAWS, CONCRETE	\$49.48	1T	5D	8P
SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (45 YD AND OVER)	\$50.39	1T	5D	8P
SCRAPERS, CONCRETE AND CARRY ALL	\$49.48	1T	5D	8P
SCRAPER-SELF PROPELLED, HARD-TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (UNDER 45 YARDS)	\$49.90	1T	5D	8P
SHOTCRETE GUNITE	\$47.12	1T	5D	8P
SLIPFORM PAVERS	\$50.39	1T	5D	8P
SPREADER, TOPSIDER & SCREEDMAN	\$50.39	1T	5D	8P
SUBGRADE TRIMMER	\$49.90	1T	5D	8P
TOWER BUCKET ELEVATORS	\$49.48	1T	5D	8P
TRACTORS, (75 HP & UNDER)	\$49.48	1T	5D	8P
TRACTORS, (OVER 75 HP)	\$49.90	1T	5D	8P
TRANSFER MATERIAL SERVICE MACHINE	\$49.90	1T	5D	8P
TRANSPORTERS, ALL TRACK OR TRUCK TYPE	\$50.39	1T	5D	8P
TRENCHING MACHINES	\$49.48	1T	5D	8P
TRUCK CRANE OILER/DRIVER (UNDER 100 TON)	\$49.48	1T	5D	8P
TRUCK CRANE OILER/DRIVER (100 TON & OVER)	\$49.90	1T	5D	8P
TRUCK MOUNT PORTABLE CONVEYER	\$49.90	1T	5D	8P
WELDER	\$50.39	1T	5D	8P
WHEEL TRACTORS, FARMALL TYPE	\$47.12	1T	5D	8P
YQ YO PAY DOZER	\$49.90	1T	5D	8P
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	\$40.79	4A	5A	
SPRAY PERSON	\$38.73	4A	5A	
TREE EQUIPMENT OPERATOR	\$39.25	4A	5A	
TREE TRIMMER	\$36.50	4A	5A	

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TREE TRIMMER GROUNDPERSON	\$27.55	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS MECHANIC	\$37.91	1		
RESIDENTIAL BRICK MASON JOURNEY LEVEL	\$46.35	1M	5A	
RESIDENTIAL CARPENTERS JOURNEY LEVEL	\$23.47	1		
RESIDENTIAL CEMENT MASONS JOURNEY LEVEL	\$22.64	1		
RESIDENTIAL DRYWALL TAPERS JOURNEY LEVEL	\$48.79	1E	5P	
RESIDENTIAL ELECTRICIANS JOURNEY LEVEL	\$26.24	1		
RESIDENTIAL GLAZIERS JOURNEY LEVEL	\$34.54	1H	5G	
RESIDENTIAL INSULATION APPLICATORS JOURNEY LEVEL	\$17.60	1		
RESIDENTIAL LABORERS JOURNEY LEVEL	\$23.03	1		
RESIDENTIAL MARBLE SETTERS JOURNEY LEVEL	\$24.09	1		
RESIDENTIAL PAINTERS JOURNEY LEVEL	\$24.46	1		
RESIDENTIAL PLUMBERS & PIPEFITTERS JOURNEY LEVEL	\$34.69	1		
RESIDENTIAL REFRIGERATION & AIR CONDITIONING MECHANICS JOURNEY LEVEL	\$62.56	1G	5A	
RESIDENTIAL SHEET METAL WORKERS JOURNEY LEVEL (FIELD OR SHOP)	\$35.25	1R	6L	
RESIDENTIAL SOFT FLOOR LAYERS JOURNEY LEVEL	\$39.19	2X	5A	
RESIDENTIAL SPRINKLER FITTERS (FIRE PROTECTION) JOURNEY LEVEL	\$36.81	2R	5C	
RESIDENTIAL STONE MASONS JOURNEY LEVEL	\$46.35	1M	5A	
RESIDENTIAL TERRAZZO WORKERS JOURNEY LEVEL	\$45.26	1M	5A	
RESIDENTIAL TERRAZZO/TILE FINISHERS JOURNEY LEVEL	\$21.46	1		
RESIDENTIAL TILE SETTERS JOURNEY LEVEL	\$25.17	1		
ROOFERS JOURNEY LEVEL	\$40.05	1R	5A	
USING IRRITABLE BITUMINOUS MATERIALS	\$43.05	1R	5A	
SHEET METAL WORKERS JOURNEY LEVEL (FIELD OR SHOP)	\$59.32	1E	6L	
SHIPBUILDING & SHIP REPAIR BOILERMAKER	\$32.56	1H	6W	
CARPENTER	\$33.59	1B	6X	
ELECTRICIAN	\$33.45	1B	6X	
HEAT & FROST INSULATOR	\$50.28	1S	5J	
LABORER	\$32.17	1B	6X	

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MACHINIST	\$33.28	1B	6X	
OPERATOR	\$35.61	1B	6X	
PAINTER	\$33.21	1B	6X	
PIPEFITTER	\$33.18	1B	6X	
RIGGER	\$33.17	1B	6X	
SANDBLASTER	\$32.16	1B	6X	
SHEET METAL	\$33.19	1B	6X	
SHIPFITTER	\$33.17	1B	6X	
TRUCKER	\$33.04	1B	6X	
WAREHOUSE	\$33.09	1B	6X	
WELDER/BURNER	\$33.17	1B	6X	
SIGN MAKERS & INSTALLERS (ELECTRICAL)				
SIGN INSTALLER	\$22.92	1		
SIGN MAKER	\$21.36	1		
SIGN MAKERS & INSTALLERS (NON-ELECTRICAL)				
SIGN INSTALLER	\$27.28	1		
SIGN MAKER	\$33.25	1		
SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$39.19	2X	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	\$12.44	1	5S	
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$64.29	1X	5C	
STAGE RIGGING MECHANICS (NON STRUCTURAL)				
JOURNEY LEVEL	\$13.23	1		
STONE MASONS				
JOURNEY LEVEL	\$46.35	1M	5A	
STREET AND PARKING LOT SWEEPER WORKERS				
JOURNEY LEVEL	\$19.09	1		
SURVEYORS				
CHAIN PERSON	\$9.35	1		
INSTRUMENT PERSON	\$11.40	1		
PARTY CHIEF	\$13.40	1		
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$22.76	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	\$32.27	2B	5A	
HOLE DIGGER/GROUND PERSON	\$18.10	2B	5A	
INSTALLER (REPAIRER)	\$30.94	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$30.02	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$32.27	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$31.62	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$32.27	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$30.02	2B	5A	
TELEVISION GROUND PERSON	\$17.18	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$22.73	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$27.09	2B	5A	
TELEVISION TECHNICIAN	\$24.35	2B	5A	
TREE TRIMMER	\$30.02	2B	5A	
TERRAZZO WORKERS				
JOURNEY LEVEL	\$45.26	1M	5A	

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TILE SETTERS				
JOURNEY LEVEL	\$21.65	1		
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$39.09	1B	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$38.90	1K	5A	
TRUCK DRIVERS				
ASPHALT MIX (TO 16 YARDS)	\$45.63	1T	5D	8L
ASPHALT MIX (OVER 16 YARDS)	\$46.47	1T	5D	8L
DUMP TRUCK	\$45.63	1T	5D	8L
DUMP TRUCK & TRAILER	\$46.47	1T	5D	8L
OTHER TRUCKS	\$46.47	1T	5D	8L
TRANSIT MIXER	\$23.45	1		
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$17.71	1		
OILER	\$12.97	1		
WELL DRILLER	\$18.00	1		

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OVERTIME CODES

OVERTIME CALCULATIONS ARE BASED ON THE HOURLY RATE ACTUALLY PAID TO THE WORKER. ON PUBLIC WORKS PROJECTS, THE HOURLY RATE MUST BE NOT LESS THAN THE PREVAILING RATE OF WAGE MINUS THE HOURLY RATE OF THE COST OF FRINGE BENEFITS ACTUALLY PROVIDED FOR THE WORKER.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL ALSO BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - C. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - D. THE FIRST TWO (2) HOURS BEFORE OR AFTER A FIVE - EIGHT (8) HOUR WORKWEEK DAY OR A FOUR - TEN (10) HOUR WORKWEEK DAY AND THE FIRST EIGHT (8) HOURS WORKED THE NEXT DAY AFTER EITHER WORKWEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL ADDITIONAL HOURS WORKED AND ALL WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - E. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - F. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
 - G. THE FIRST TEN (10) HOURS WORKED ON SATURDAYS AND THE FIRST TEN (10) HOURS WORKED ON A FIFTH CALENDAR WEEKDAY IN A FOUR - TEN HOUR SCHEDULE, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - H. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS OR EQUIPMENT BREAKDOWN) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - J. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TEN (10) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - K. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - L. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - M. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - N. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - O. THE FIRST TEN (10) HOURS WORKED ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS, HOLIDAYS AND AFTER TWELVE (12) HOURS, MONDAY THROUGH FRIDAY, AND AFTER TEN (10) HOURS ON SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - P. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF CIRCUMSTANCES WARRANT) AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

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1.
 - Q. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND UP TO TEN (10) HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT CHRISTMAS DAY) SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON CHRISTMAS DAY SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
 - S. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS AND ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
 - T. WORK PERFORMED IN EXCESS OF EIGHT (8) HOURS OF STRAIGHT TIME PER DAY, OR TEN (10) HOURS OF STRAIGHT TIME PER DAY WHEN FOUR TEN (10) HOUR SHIFTS ARE ESTABLISHED, OR FORTY (40) HOURS OF STRAIGHT TIME PER WEEK, MONDAY THROUGH FRIDAY, OR OUTSIDE THE NORMAL SHIFT, AND ALL WORK ON SATURDAYS SHALL BE PAID AT TIME AND ONE-HALF THE STRAIGHT TIME RATE. HOURS WORKED OVER TWELVE HOURS (12) IN A SINGLE SHIFT AND ALL WORK PERFORMED AFTER 6:00 PM SATURDAY TO 6:00 AM MONDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE OF PAY. THE EMPLOYER SHALL HAVE THE SOLE DISCRETION TO ASSIGN OVERTIME WORK TO EMPLOYEES. PRIMARY CONSIDERATION FOR OVERTIME WORK SHALL BE GIVEN TO EMPLOYEES REGULARLY ASSIGNED TO THE WORK TO BE PERFORMED ON OVERTIME SITUATIONS. AFTER AN EMPLOYEE HAS WORKED EIGHT (8) HOURS AT AN APPLICABLE OVERTIME RATE, ALL ADDITIONAL HOURS SHALL BE AT THE APPLICABLE OVERTIME RATE UNTIL SUCH TIME AS THE EMPLOYEE HAS HAD A BREAK OF EIGHT (8) HOURS OR MORE.
 - U. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
 - V. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT THANKSGIVING DAY AND CHRISTMAS DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON THANKSGIVING DAY AND CHRISTMAS DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - W. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS (EXCEPT MAKE-UP DAYS DUE TO CONDITIONS BEYOND THE CONTROL OF THE EMPLOYER) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - X. THE FIRST FOUR (4) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TWELVE (12) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TWELVE (12) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. WHEN HOLIDAY FALLS ON SATURDAY OR SUNDAY, THE DAY BEFORE SATURDAY, FRIDAY, AND THE DAY AFTER SUNDAY, MONDAY, SHALL BE CONSIDERED THE HOLIDAY AND ALL WORK PERFORMED SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - Y. ALL HOURS WORKED OUTSIDE THE HOURS OF 5:00 AM AND 5:00 PM (OR SUCH OTHER HOURS AS MAY BE AGREED UPON BY ANY EMPLOYER AND THE EMPLOYEE) AND ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY (10 HOURS PER DAY FOR A 4 X 10 WORKWEEK) AND ON SATURDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. (EXCEPT FOR EMPLOYEES WHO ARE ABSENT FROM WORK WITHOUT PRIOR APPROVAL ON A SCHEDULED WORKDAY DURING THE WORKWEEK SHALL BE PAID AT THE STRAIGHT-TIME RATE UNTIL THEY HAVE WORKED 8 HOURS IN A DAY (10 IN A 4 X 10 WORKWEEK) OR 40 HOURS DURING THAT WORKWEEK.) ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND LABOR DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
 - Z. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID THE STRAIGHT TIME RATE OF PAY IN ADDITION TO HOLIDAY PAY.
2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. THE FIRST SIX (6) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF SIX (6) HOURS ON SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
 - B. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - C. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

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- D. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT STRAIGHT TIME IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- E. ALL HOURS WORKED ON SATURDAYS OR HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS OR ON LABOR DAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- F. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT THE STRAIGHT HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- G. ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON PAID HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE INCLUDING HOLIDAY PAY.
- H. ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- 2. I. ALL HOURS WORKED ON SATURDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND ON LABOR DAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- J. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON PAID HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, INCLUDING THE HOLIDAY PAY. ALL HOURS WORKED ON UNPAID HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- K. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY.
- L. ALL HOURS WORKED ON SATURDAYS (OR ON THE REGULAR DAY OFF DURING A WORKWEEK OTHER THAN MONDAY THROUGH FRIDAY) AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. EXCEPT LABOR DAY WHICH SHALL BE PAID AT DOUBLE THE HOURLY RATE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- M. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- O. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- P. THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- Q. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS AND ALL HOURS WORKED OVER SIXTY (60) IN ONE WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- S. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE, EXCEPT THE DAY AFTER THANKSGIVING, THE DAY AFTER CHRISTMAS AND A FLOATING HOLIDAY, WHICH SHALL BE PAID AT THE STRAIGHT TIME RATE IF WORKED, IN ADDITION TO HOLIDAY PAY.
- T. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF PAY, AND THIS RATE SHALL INCLUDE HOLIDAY PAY.
- U. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER 12 HOURS IN A DAY, OR ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- V. ALL HOURS WORKED ON SATURDAYS AND ON MAKE-UP DAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

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- W. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ON A FOUR-DAY, TEN-HOUR WEEKLY SCHEDULE, EITHER MONDAY THRU THURSDAY OR TUESDAY THRU FRIDAY SCHEDULE. ALL HOURS WORKED AFTER TEN SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. THE FIRST EIGHT (8) HOURS WORKED ON THE FIFTH DAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED ON THE FIFTH, SIXTH, AND SEVENTH DAYS AND ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- X. ALL HOURS WORKED MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 6:00 P.M. AND 6:00 A.M. AND ALL HOURS ON SATURDAY'S SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- 4A. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SATURDAY'S, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

HOLIDAY CODES

5. A. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).
- B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (8).
- C. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- D. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- E. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- F. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (11).
- G. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7).
- H. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, AND CHRISTMAS (6).
- I. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).
- J. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, AND CHRISTMAS DAY (7).
- K. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9).
- L. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- M. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS AND CHRISTMAS DAY (9).
- N. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (9).
- P. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9) IF A HOLIDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE CONSIDERED AS A HOLIDAY.

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- Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).
- R. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, ONE-HALF DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (7 1/2).
- 5. S. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (7).
- T. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY BEFORE OR AFTER CHRISTMAS (9).
- U. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.
- W. PAID HOLIDAYS: NINE (9) PAID HOLIDAYS.
- X. HOLIDAYS: AFTER 520 HOURS - NEW YEAR'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY, AFTER 2080 HOURS - NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND A FLOATING HOLIDAY (8).
- Y. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY FOLLOWING THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- Z. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- 6. A. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- B. PAID HOLIDAYS: NEW YEAR'S EVE DAY, NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE'S DAY, AND CHRISTMAS DAY (9).
- C. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (9).
- D. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY BEFORE OR THE DAY AFTER CHRISTMAS DAY (9).
- E. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A HALF-DAY ON CHRISTMAS EVE DAY. (9 1/2).
- F. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (11).
- G. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND CHRISTMAS EVE DAY (11).
- H. PAID HOLIDAYS: NEW YEAR'S DAY, NEW YEAR'S EVE DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (10).
- I. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).
- J. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (9).
- L. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (8)
- Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY (8). UNPAID HOLIDAY, PRESIDENTS' DAY.

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- T. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (9).
- U. HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS DAY, CHRISTMAS DAY (9).
- V. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, CHRISTMAS DAY, AND ONE DAY OF THE EMPLOYEE'S CHOICE (9).
- W. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY (10).
- X. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY, EMPLOYEE'S BIRTHDAY (11).
- Y. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A FLOATING HOLIDAY (9).
- Z. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). IF A HOLIDAY FALLS ON SATURDAY, THE PRECEDING FRIDAY SHALL BE CONSIDERED AS THE HOLIDAY. IF A HOLIDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE CONSIDERED AS THE HOLIDAY.

NOTE CODES

- 8. A. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
 - OVER 50' TO 100' - \$2.00 PER FOOT FOR EACH FOOT OVER 50 FEET
 - OVER 100' TO 150' - \$3.00 PER FOOT FOR EACH FOOT OVER 100 FEET
 - OVER 150' TO 220' - \$4.00 PER FOOT FOR EACH FOOT OVER 150 FEET
 - OVER 220' - \$5.00 PER FOOT FOR EACH FOOT OVER 220 FEET
- C. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
 - OVER 50' TO 100' - \$1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
 - OVER 100' TO 150' - \$1.50 PER FOOT FOR EACH FOOT OVER 100 FEET
 - OVER 150' TO 200' - \$2.00 PER FOOT FOR EACH FOOT OVER 150 FEET
 - OVER 200' - DIVERS MAY NAME THEIR OWN PRICE
- D. WORKERS WORKING WITH SUPPLIED AIR ON HAZMAT PROJECTS RECEIVE AN ADDITIONAL \$1.00 PER HOUR.
- L. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: \$0.75, LEVEL B: \$0.50, AND LEVEL C: \$0.25.
- M. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS: LEVELS A & B: \$1.00, LEVELS C & D: \$0.50.
- N. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: \$1.00, LEVEL B: \$0.75, LEVEL C: \$0.50, AND LEVEL D: \$0.25
- P. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - CLASS A SUIT: \$2.00, CLASS B SUIT: \$1.50, CLASS C SUIT: \$1.00, AND CLASS D SUIT \$0.50.

Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		X
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		X
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		X
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		X
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		X

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11. Minor Structural Steel Fabrication - Fabrication of minor steel items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	X	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22. Vault Risers - For use with Valve Vaults and Utilities Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33. Monument Case and Cover See Std. Plan.		X

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	X	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

State of Washington
 Department of Labor and Industries
 Prevailing Wage Section - Telephone (360) 902-
 PO Box 44540, Olympia, WA 98504-4540
 Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

**METAL FABRICATION (IN SHOP)
 EFFECTIVE 03/03/2010**

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: ADAMS, ASOTIN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, KITTITAS LINCOLN, OKANOGAN, PEND ORIELLE, STEVENS, WALLA WALLA AND WHITMAN			
FITTER/WELDER	\$12.76	1	
LABORER	\$8.55	1	
MACHINE OPERATOR	\$12.66	1	
PAINTER	\$10.20	1	
Counties Covered: BENTON			
MACHINE OPERATOR	\$10.53	1	
PAINTER	\$9.76	1	
WELDER	\$16.70	1	
Counties Covered: CHELAN			
FITTER	\$15.04	1	
LABORER	\$9.54	1	
MACHINE OPERATOR	\$9.71	1	
PAINTER	\$9.93	1	
WELDER	\$12.24	1	
Counties Covered: CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, LEWIS, MASON, PACIFIC SAN JUAN AND SKAGIT			
FITTER/WELDER	\$15.16	1	
LABORER	\$11.13	1	
MACHINE OPERATOR	\$10.66	1	
PAINTER	\$11.41	1	

**METAL FABRICATION (IN SHOP)
EFFECTIVE 03/03/2010**

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: CLARK			
FITTER	\$27.49	1E	6H
LABORER	\$19.21	1E	6H
LAYEROUT	\$28.77	1E	6H
MACHINE OPERATOR	\$28.77	1E	6H
PAINTER	\$25.31	1E	6H
WELDER	\$26.89	1E	6H
Counties Covered: COWLITZ			
MACHINE OPERATOR	\$25.33	1B	6V
FITTER	\$25.33	1B	6V
WELDER	\$25.33	1B	6V
Counties Covered: GRANT			
FITTER/WELDER	\$10.79	1	
PAINTER	\$8.55	1	
Counties Covered: KING			
FITTER	\$15.86	1	
LABORER	\$9.78	1	
MACHINE OPERATOR	\$13.04	1	
PAINTER	\$11.10	1	
WELDER	15.48		
Counties Covered: KITSAP			
FITTER	\$26.96	1	
LABORER	\$8.55	1	
MACHINE OPERATOR	\$13.83	1	
WELDER	\$13.83	1	

**METAL FABRICATION (IN SHOP)
EFFECTIVE 03/03/2010**

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: KLICKITAT, SKAMANIA, WAHKIAKUM			
FITTER/WELDER	\$16.99	1	
LABORER	\$10.44	1	
MACHINE OPERATOR	\$17.21	1	
PAINTER	\$17.03	1	
Counties Covered: PIERCE			
FITTER	\$15.25	1	
LABORER	\$10.32	1	
MACHINE OPERATOR	\$13.98	1	
WELDER	\$13.98	1	
Counties Covered: SNOHOMISH			
FITTER/WELDER	\$15.38	1	
LABORER	\$9.79	1	
MACHINE OPERATOR	\$8.84	1	
PAINTER	\$9.98	1	
Counties Covered: SPOKANE			
FITTER	\$12.59	1	
LABORER	\$8.55	1	
MACHINE OPERATOR	\$13.26	1	
PAINTER	\$10.27	1	
WELDER	\$10.80	1	

**METAL FABRICATION (IN SHOP)
EFFECTIVE 03/03/2010**

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: THURSTON			
FITTER	\$27.10	2U	6T
LABORER	16.91	2U	6T
LAYEROUT	\$30.63	2U	6T
MACHINE OPERATOR	\$20.86	2U	6T
WELDER	\$24.74	2U	6T
Counties Covered: WHATCOM			
FITTER/WELDER	\$13.81	1	
LABORER	\$9.00	1	
MACHINE OPERATOR	\$13.81	1	
Counties Covered: YAKIMA			
FITTER	\$12.00	1	
LABORER	\$10.31	1	
MACHINE OPERATOR	\$11.32	1	
PAINTER	\$12.00	1	
WELDER	\$11.32	1	

**FABRICATED PRECAST CONCRETE PRODUCTS
EFFECTIVE 03/03/2010**

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
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Counties Covered:
ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, LINCOLN,
OKANOGAN, PEND OREILLE, STEVENS, WALLA WALLA AND WHITMAN

ALL CLASSIFICATIONS	\$9.96	1	
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Counties Covered:
CHELAN, KITTITAS, KLICKITAT AND SKAMANIA

ALL CLASSIFICATIONS	8.61	1	
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Counties Covered:
CLALLAM, CLARK, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KITSAP, LEWIS, MASON,
PACIFIC, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WAHKIAKUM

ALL CLASSIFICATIONS	\$13.50	1	
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Counties Covered:
FRANKLIN

ALL CLASSIFICATIONS	\$11.50	1	
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Counties Covered:
KING

ALL CLASSIFICATIONS	\$13.60	2K	5B
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Counties Covered:
PIERCE

ALL CLASSIFICATIONS	\$9.28	1	
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Counties Covered:
SPOKANE

ALL CLASSIFICATIONS	\$20.23	1	
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Counties Covered:
WHATCOM

ALL CLASSIFICATIONS	\$13.67	1	
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Counties Covered:
YAKIMA

CRAFTSMAN	\$8.72	1	
LABORER	\$8.55	1	

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries. The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects. When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

1 **APPENDIX 6**

2 **Requirements for Nondiscrimination**

3 **1. General Application**

4 Federal and/or State laws prohibiting discrimination on the basis of race, color, national origin, sex,
5 and disability are applicable to all activities related to this contract (i.e., employment, contracting
6 training, et al.).

7 **1.1 Contractual Requirements**

8 During the performance of this Contract, Design-Builder, for itself and its assignees and
9 successors in interest (hereinafter referred to as "Design-Builder") agrees as follows:

10 (a) Design-Builder shall comply with all applicable nondiscrimination laws and
11 regulations, including but not limited to Title VI of the Civil Rights Act of 1964, as
12 amended; the Americans with Disabilities Act; and 49 Code of Federal Regulations,
13 Part 21;

14 (b) Design-Builder shall state, in all solicitations or advertisements for employees, that
15 all qualified applicants will be considered for employment, without regard to race,
16 color, national origin, sex, age, or disability;

17 (c) Design-Builder shall insert the following notification in all solicitations for bids for
18 work or material and all proposals for negotiated agreements:

19 "Design-Builder in accordance to Title VI of the Civil Rights Act of 1964, 78
20 Stat.252, 42 U.S. Code 2000d to 2000d-4, and Title 49 Code of Federal
21 Regulations, Part 21, hereby notifies all bidders that it will affirmatively ensure
22 that in any contract entered into pursuant to this advertisement, Disadvantaged
23 Business Enterprises will be afforded full opportunity to submit bids in response
24 to this invitation and will not be discriminated against on the grounds of race,
25 color national origin and sex in consideration for an award."

26 (d) Design-Builder shall not discriminate on the grounds of race, color, sex, or national
27 origin in the selection and retention of Subcontractors, including procurement of
28 materials and leases of equipment. Design-Builder shall not participate either
29 directly or indirectly in discrimination prohibited by law;

30 (e) Design-Builder shall send to each labor union, employment agency, or
31 representative of workers with which Design-Builder has a collective bargaining
32 agreement or other contract or understanding, a notice advising the labor union,
33 employment agency or worker's representative, of Design-Builder's commitments
34 under this Contract with regard to nondiscrimination;

35 (f) Design-Builder shall provide all information and reports required by the Regulations
36 or directives issued pursuant thereto, and shall permit access to its books, records,
37 accounts, other sources of information and its facilities as may be determined by
38 WSDOT or the Federal Highway Administration to ascertain compliance with such
39 Regulations, orders and instructions. Where any information required of Design-

1 Builder is in the exclusive possession of another who fails or refuses to furnish this
2 information, Design-Builder shall so certify to WSDOT or the Federal Highway
3 Administration as appropriate, and shall set forth what efforts it has made to obtain
4 the information;

- 5 (g) Design-Builder shall ensure that the following assurance is inserted in all
6 contracts/subcontracts:

7 "The contractor/subcontractor shall not discriminate on the basis of race, color,
8 national origin, or sex in the performance of this contract. The
9 contractor/subcontractor shall carry out applicable requirements of 49 CFR Part
10 26 in the award and administration of USDOT-assisted contracts. Failure by the
11 contractor/subcontractor to carry out these requirements is a material breach of
12 this contract, which may result in the termination of this contract or such other
13 remedy as deemed appropriate."

14 **2. Disadvantaged Business Enterprise Participation Requirements for Design-Build**
15 **Contracts**

16 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to this
17 contract. A DBE Performance Plan showing how Design-Builder shall achieve DBE participation is
18 required.

19 **2.1 DBE Eligibility**

20 **Selection of DBEs**

21 DBEs utilized by Design-Builder shall be listed as DBEs on the current list of firms certified by the
22 Office of Minority and Women's Business Enterprises (OMWBE.) In absence of being listed,
23 Design-Builder may accept written proof from OMWBE documenting that their DBEs are currently
24 certified. A list of firms certified by OMWBE is available from that office and on line through their
25 website (www.omwbe.wa.gov/directory/directory.htm) or by telephone at (360) 704-1181. It shall
26 be the responsibility of Design-Builder to confirm with OMWBE that the certification of any utilized
27 DBE firm is current and that the firm is certified in the North American Industry Classification
28 System (NAICS) code for the work being done.

29 **Counting DBE Participation Toward Meeting the Overall Design-Build contract Goal**

30 When a DBE firm participates in the Design-Build contract, only the value of the work actually
31 performed by the DBE will be counted towards the DBE goal.

- 32 (a) Count the entire amount of the portion of the contract that is performed by the
33 DBE's own forces. Include the cost of supplies and materials obtained by the DBE
34 for the work of the contract, including supplies purchased or equipment leased by
35 the DBE (except supplies, materials and equipment the DBE Subcontractor
36 purchases or leases from Design-Builder or its affiliates, unless Design-Builder is
37 also a DBE). Work performed by a DBE, utilizing resources of Design-Builder or its
38 affiliates will not be counted toward DBE goals. In very rare situations, a DBE firm
39 may utilize equipment and/or personnel from a non-DBE firm other than Design-
40 Builder or its affiliates. Should this situation arise, the arrangement must be short-

1 term and must have prior written approval from WSDOT. The arrangement must
2 not erode a DBE firm's ability to perform a Commercially Useful Function (CUF).

3 (b) Count the entire amount of fees or commissions charged by a DBE firm for
4 providing a bona fide service, such as professional, technical, consultant, or
5 managerial services, or for providing bonds or insurance.

6 (c) When a DBE subcontracts part of the work of its contract to another firm, the value
7 of the subcontracted work may be counted toward the DBE goal only if the DBE's
8 lower tier Subcontractor is also a DBE. Work that a DBE subcontracts to a non-
9 DBE firm does not count toward the DBE goal.

10 (d) When a non-DBE subcontractor further subcontracts to a lower-tier subcontractor or
11 supplier who is a certified DBE, then that portion of the work further subcontracted
12 may be counted toward the DBE goal, so long as it is a distinct clearly defined
13 portion of the work of the subcontract and that the DBE is performing a
14 commercially useful function with its own forces.

15 (e) Continue to count the work subcontracted to a decertified DBE after decertification,
16 provided Design-Builder had a subcontract in force before the decertification and
17 Design-Builder's actions did not influence the DBE's decertification.

18 2.2 DBE Design-Builder

19 A DBE Design-Builder may only count the work performed with its own forces and the work
20 performed by DBE Subcontractors, lower tier DBE subcontractors and DBE suppliers. In the event
21 that the DBE Design-Builder becomes decertified during the contract, for reasons other than
22 graduation from the program, the portion of the work performed after the decertification will not
23 count toward the goal. If this work is part of the Condition of Award Design-Builder will be required
24 to meet the Condition of award and may do so by increasing the dollars and work to another DBE
25 firm in an amount equal to that which can not be counted, utilize the dollars committed/paid to a
26 non-COA DBE who is already on the project, or make a good faith effort to do so. If the reason for
27 decertification is for graduation, the work of the decertified DBE Design-Builder may continue to be
28 counted toward the goal.

29 2.3 Joint Venture

30 When a DBE performs as a participant in a joint venture, only that portion of the total dollar value
31 of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with
32 its own forces will count toward COA DBE goal. In the event that the DBE Joint Venture contractor
33 becomes decertified during the contract, for reasons other than graduation from the program, the
34 portion of the work performed after the decertification will not count toward the DBE goal. If this
35 work is part of the Condition of Award the Joint Venture will be required to meet the Condition of
36 award and may do so by increasing the dollars and work to another DBE firm in an amount equal
37 to that which can not be counted, utilize the dollars committed/paid to a non-COA DBE who is
38 already on the project, or make a good faith effort to do so. If the reason for decertification is for
39 graduation the work of the decertified DBE Joint Venture contractor may continue to be counted
40 toward the goal.

1 **3. Commercially Useful Function (CUF)**

2 Payments to a DBE will count toward DBE goals only if the DBE is performing a commercially
3 useful function under the Contract. WSDOT will conduct on-site reviews to ascertain CUF
4 performance.

5 (a) A DBE performs a commercially useful function when it is responsible for execution
6 of the Work under the Contract and is carrying out its responsibilities by actually
7 performing, managing, and supervising the work involved. To perform a
8 commercially useful function, the DBE must also be responsible, with respect to
9 materials and supplies used on the Work, for negotiating price, determining quality
10 and quantity, ordering the material, installing (if applicable) and paying for the
11 material itself. Two party checks are not allowed.

12 (b) A DBE does not perform a commercially useful function if its role is limited to that of
13 an extra participant in a transaction, contract, or project through which funds are
14 passed in order to obtain the appearance of DBE participation.

15 **4. Trucking**

16 Use the following factors in determining whether a DBE trucking company is performing a
17 commercially useful function:

18 (a) The DBE must be responsible for the management and supervision of the entire
19 trucking operation for which it is listed on a particular contract.

20 (b) The DBE must itself own and, with its own workforce, operate at least one fully
21 licensed, insured, and operational truck used on the contract.

22 (c) The DBE receives credit only for the total value of the transportation services it
23 provides on the contract using trucks it owns or leases, insures, and operates with
24 drivers it employs.

25 (d) For purposes of this paragraph a lease must indicate that the DBE has exclusive
26 use of and control over the truck. This does not preclude the leased truck from
27 working for others during the term of the lease with the consent of the DBE, so long
28 as the lease gives the DBE absolute priority for use of the leased truck. Leased
29 trucks must display the name and identification number of the DBE.

30 (e) The DBE may lease trucks from another DBE and may enter an agreement with an
31 owner-operator who is certified as a DBE. The DBE who leases trucks from
32 another DBE or employs a DBE owner-operator receives credit for the total value of
33 the transportation services the lessee DBE provides on the contract.

34 (f) The DBE may also lease trucks from a non-DBE and may enter an agreement with
35 an owner-operator who is a non-DBE. The DBE who leases trucks from a non-DBE
36 or employs a non-DBE owner-operator is entitled to credit only for the fee or
37 commission it receives as a result of the lease arrangement. The DBE does not
38 receive credit for the total value of the transportation services provided by the
39 lessee, since these services are not provided by a DBE.

- 1 (g) The DBE can not lease trucks from Design-Builder or its affiliates.
- 2 (h) In any lease or owner-operator situation, as described in paragraphs (e) and (f)
- 3 above, the following rules shall apply:
- 4 • A written lease/rental agreement on all trucks leased or rented,
 - 5 showing the true ownership and the terms of the rental must be
 - 6 submitted and approved by WSDOT prior to the beginning of the
 - 7 work. The agreement must show the lessor's name, trucks to be
 - 8 leased, and agreed upon amount or method of payment (hour, ton,
 - 9 or per load). All lease agreements shall be for a long-term
 - 10 relationship, rather than for the individual project. Does not apply to
 - 11 owner-operator arrangements.
 - 12 • Only the vehicle, (not the operator) is leased or rented. Does not
 - 13 apply to owner-operator arrangements.
- 14 (i) In order for DBE project goals to be credited, DBE trucking firms must be covered
- 15 by a subcontract or a written agreement approved by WSDOT prior to performing
- 16 their portion of the work.

17 **5. Expenditures paid to other DBEs**

18 Expenditures paid to other DBEs for materials or supplies may be counted toward DBE goals as

19 provided below

20 **5.1 Manufacturer**

- 21 (a) Counting - If the materials or supplies are obtained from a DBE manufacturer, count
- 22 100 percent of the cost of the materials or supplies toward DBE goals.
- 23 (b) Definition - To be a manufacturer, the firm operates or maintains a factory or
- 24 establishment that produces, on the premises, the materials, supplies, articles, or
- 25 equipment required under the contract and of the general character described by
- 26 the specifications.
- 27 (c) In order to receive credit as a DBE manufacturer, the firm must have received an
- 28 "on-site" review and been approved by WSDOT-OEO to operate as a DBE
- 29 manufacturing firm 30 calendar days prior to obtaining materials or supplies. Use of
- 30 a DBE manufacturer that has not received an on-site review and approval by
- 31 WSDOT-OEO prior to obtaining materials or supplies will not be counted toward the
- 32 overall contract goal. To schedule a review, the manufacturing firm must submit a
- 33 written request to WSDOT-OEO and may not receive credit towards DBE
- 34 participation until the completion of the review. Once a firm's manufacturing
- 35 process has been approved in writing, it is not necessary to resubmit the firm for
- 36 approval unless the manufacturing process has substantially changed. Information
- 37 on approved manufacturers (per contract) may be obtained from WSDOT-OEO.

38 **5.2 Regular Dealer**

- 39 (a) Counting - If the materials or supplies are purchased from a DBE regular dealer, 60
- 40 percent of the cost of the materials or supplies will count toward DBE goals.

1 (b) Definition

- 2 • To be a regular dealer, the firm must own, operate or maintain a
3 store, warehouse, or other establishment in which the materials,
4 supplies, articles or equipment of the general character described by
5 the specifications and required under the contract are bought, kept in
6 stock, and regularly sold or leased to the public in the usual course
7 of business. It must also be an established, regular business that
8 engages, as its principal business and under its own name, in the
9 purchase and sale or lease of the products in question.

- 10 • A person may be a regular dealer in such bulk items as petroleum
11 products, steel, cement, gravel, stone, or asphalt without owning,
12 operating, or maintaining a place of business, as provided elsewhere
13 in this specification, if the person both owns and operates distribution
14 equipment for the products. Any supplementing of regular dealers'
15 own distribution equipment shall be by a long-term lease agreement
16 and not on an ad hoc or contract-by-contract basis.

- 17 • Packagers, brokers, manufacturers' representatives, or other
18 persons who arrange or expedite transactions are not regular
19 dealers.

20 (c) Regular dealer status is granted on a contract-by-contract basis. To obtain regular
21 dealer status, a formal written request must be made by the interested supplier
22 (potential regular dealer) to WSDOT/OEO. OEO must be in receipt of this request
23 at least 30 calendar days prior to obtaining materials or supplies. Included in the
24 request shall be a full description of the project, type of business operated by the
25 DBE, and the manner the DBE will operate as a regular dealer on the specific
26 contract. Rules applicable to regular dealer status are contained in 49 CFR Part
27 26.55.e.2. Once the request is reviewed by WSDOT-OEO, the DBE supplier
28 requesting it will be notified in writing whether regular dealer status was approved.
29 DBEs that are approved as regular dealers for a contract (whenever possible) will
30 be listed on the WSDOT Internet Homepage at: www.wsdot.wa.gov/biz/contaa/.
31 Confirmation of the DBE supplier's approval to operate as a regular dealer on a
32 specific contract may be obtained by writing the Office of Equal Opportunity,
33 Washington State Department of Transportation, P.O. Box 47314, Olympia, WA
34 98504-7314 or by phone at (360) 705-7085. Use of a supplier that has not received
35 approval as a regular dealer prior to obtaining materials or supplies will not be
36 counted toward the overall contract goal.

37 **6. Materials or Supplies Purchased from a DBE**

38 With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a
39 regular dealer, the entire amount of fees or commissions charged for assistance in the
40 procurement of the materials and supplies, or fees or transportation charges for the delivery of
41 materials or supplies required on a job site may be counted toward the goal. No part of the cost of
42 the materials and supplies themselves may be applied toward DBE goals.

1 **7. Procedures after Execution**

2 After execution of the Contract, Design-Builder shall provide the additional information described
3 below.

4 As described in the Instructions to Proposers, each proposer for a WSDOT design-build contract
5 will be required to submit a DBE Performance Plan as part of a responsive proposal. Following
6 award of the Contract and during both the design and construction portions of the Project, Design-
7 Builder will be required to submit documentation, in the form of progress reports described
8 Section 9 of this Appendix 6 to show that Design-Builder is meeting the DBE goal for the Project,
9 or if the DBE goal is not being met, Design-Builder must submit satisfactory evidence that it has
10 made good faith efforts, in accordance with that Section 15 of this Appendix 6, to meet the goal.
11 Evidence of good faith efforts, as described in 49 CFR Part 26 Section 26.53, will be monitored by
12 WSDOT throughout the duration of the design-build project.

13 Before execution of a subcontract, Design-Builder, subcontractor, or lower-tier subcontractor shall
14 submit the following items:

15 (a) Information for all utilized DBE's (Using the DBE Utilization Certification form, DOT
16 Form 272-056 EF):

- 17 • Correct business name, federal employee identification number (if
18 available), and mailing address.
- 19 • List of all items and types of work assigned to each utilized DBE ,
20 including prices and/or amounts paid.
- 21 • Description of partial items and types of work (if any) to be sublet to
22 each successful DBE specifying the distinct elements of work under
23 each item to be performed by the DBE and including the dollar value
24 of the DBE portion.

25 (b) As it occurs, names of DBEs that submit a bid or quote in an attempt to participate
26 in the Project whether they were successful or not. Include the correct business
27 name, federal employer identification number (optional) and a mailing address. The
28 firms identified by Design-Builder may be contacted by WSDOT to solicit general
29 information as follows:

- 30 • Age of the firm
- 31 • Average of its gross annual receipts over the past three years

32 **8. Substitutions**

33 **8.1 De-Certification of Existing DBE**

34 In the event that a DBE was certified at the time of utilization, but is subsequently determined by
35 action of the Office of Minority and Women's Business Enterprises to be ineligible, then Design-
36 Builder will be required to substitute a certified DBE for the remaining amount assigned to the
37 disqualified firm or to make a good faith effort to do so.

1 **8.2 Miscellaneous**

2 If a DBE graduates from the DBE program during its performance of Work under the Contract, the
3 DBE is allowed to complete its Work and all Work performed by the DBE is counted toward the
4 goal.

5 **8.3 Damages for Noncompliance**

6 WSDOT may incur damages if Design-Builder violates the DBE provisions under the Contract.
7 These damages consist of additional administrative costs including, but not limited to, the
8 inspection, supervision, engineering, compliance, and legal staff time and expenses necessary for
9 investigating, reporting, and correcting violations as well as loss of federal funding. Pursuant to
10 Section 10.3 of the Contract, damages attributable to Design Builder's violations of the DBE
11 provisions may be deducted from progress payments due to the design-builder or from retainage
12 withheld by WSDOT as allowed by RCW 60.28.021. Before any money is withheld, Design-
13 Builder will be provided with a notice of the basis of the violations and an opportunity to respond.

14 WSDOT's decision to recover damages for a DBE violation does not limit its ability to suspend or
15 revoke Design-Builder's pre-qualification status or seek other remedies as allowed by federal or
16 state law. In appropriate circumstances, WSDOT may also refer Design-Builder to state or federal
17 authorities for additional sanctions.

18 **8.4 Required Disadvantaged Business Enterprise Provisions**

19 Design-Builder shall not discriminate on the basis of race, color, national origin, or sex in the
20 performance of this contract. Design-Builder shall carry out applicable requirements of 49 CFR
21 Part 26 in the award and administration of contracts, which contain funding assistance from the
22 United States Department of Transportation. Failure by Design-Builder to carry out these
23 requirements is a material breach of this contract, which may result in the termination of this
24 contract or such other remedy as WSDOT deems appropriate.

25 If Design-Builder does not comply with any part of its contract as required under 49 CFR part 26,
26 and/or any other applicable law or regulation regarding DBE, WSDOT may withhold payment,
27 suspend, or terminate the contract, and subject Design-Builder to civil penalties of up to ten
28 percent of the amount of the contract for each violation. In the case of WSDOT contracts,
29 repeated violations, exceeding a single violation, may disqualify Design-Builder from further
30 participation in WSDOT contracts for a period of up to three years. A selected proposer must be
31 in compliance with these General Provisions as a condition precedent to the granting of a notice of
32 award by WSDOT. Design-Builder is entitled to request an adjudicative proceeding with respect to
33 WSDOT's determination of contract violation and assessed penalties by filing a written application
34 within thirty days of receipt of notification. The adjudicative proceeding, if requested, will be
35 conducted by an administrative law judge pursuant to the procedures set forth in RCW 34.05 and
36 Chapter 10.08 of the Washington Administrative Code.

37 **9. Reporting**

38 Design-Builder shall provide monthly DBE Progress Reports to WSDOT and shall also provide an
39 annual report on or before July 1 of each year. Each report shall also include a narrative and
40 payment summary stating whether Design-Builder is on target with respect to the established
41 schedule for DBE participation, whether the goal is being exceeded (stating the amount of

1 excess), or whether the goal is behind the target (stating the amount of the deficit), and what
2 adjustments are being made to accomplish the plan.

3 Design-Builder shall submit a "Quarterly Report of Amounts Credited as DBE Participation" DOT
4 Form 422-102 EF (actual payments) on a quarterly basis for any calendar quarter in which DBE
5 work is accomplished or upon completion of the project, as appropriate. The quarterly reports are
6 due on January 20th, April 20th, July 20th, and October 20th of each year. The dollars reported will
7 be in accordance with the "Counting DBE Participation Toward Meeting the Overall Design-Build
8 contract Goal" section of this specification.

9 In the event that the payments to a DBE have been made by an entity other than Design-Builder
10 (as in the case of a lower-tier subcontractor or supplier), then Design-Builder shall obtain the
11 quarterly report, including the signed affidavit, from the paying entity and submit the report to
12 WSDOT.

13 **10. Equal Employment Opportunity (EEO)**

14 Design-Builder shall accept as operating policy the following statement:

15 "It is the policy of this company to assure that applicants are employed, and that
16 employees are treated during employment without regard to their race, color,
17 national origin, sex, or disability. Such action shall include employment,
18 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or
19 termination, rates of pay or other forms of compensation, and selection for
20 training, including apprenticeship or on-the-job training."

21 Design-Builder shall officially designate and make known to the WSDOT Engineer during the
22 preconstruction meetings and discussions the firm's Equal Employment Opportunity Officer
23 (hereinafter referred to as the EEO Officer). The EEO Officer will also be responsible for making
24 him/herself known to each of Design-Builder's employees. The EEO Officer must possess the
25 responsibility, authority, and capability for administering and promoting an active and effective
26 program of equal employment opportunity.

27 Design-Builder shall maintain records with the name and address of each minority/female worker
28 referred to Design-Builder and what action was taken with respect to the referred worker.

29 Design-Builder shall notify WSDOT whenever the union with which Design-Builder has a collective
30 bargaining agreement has impeded Design-Builder's efforts to effect minority/female workforce
31 utilization. This being the case, Design-Builder shall show what relief it has sought under such
32 collective bargaining agreements.

33 **11. Dissemination of Policy**

34 **11.1 Supervisory Personnel**

35 All members of Design-Builder's staff who are authorized to hire, supervise, promote, and
36 discharge employees, or who recommend such action, or who are substantially involved in such
37 action, shall be made fully cognizant of, and shall implement Design-Builder's equal employment
38 opportunity policy and contractual responsibilities to provide equal employment opportunity in each
39 grade and classification of employment. To ensure that the above agreement will be met, the
40 following actions shall be taken as a minimum:

- 1 (a) **EEO Meetings** - Periodic meetings of supervisory and personnel office employees
2 shall be conducted before the start of work and then not less often than once every
3 6 months, at which time Design-Builder's equal employment opportunity policy and
4 its implementation shall be reviewed and explained. The meetings shall be
5 conducted by the EEO Officer or other knowledgeable company official;
- 6 (b) **EEO Indoctrination** - All new supervisory or personnel office employees shall be
7 given a thorough indoctrination by the EEO Officer or other knowledgeable
8 company official covering all major aspects of Design-Builder's equal employment
9 opportunity obligations within 30 days following their reporting for duty with Design-
10 Builder; and
- 11 (c) **Internal EEO Procedures** - All personnel who are engaged in direct recruitment for
12 the Project shall be instructed by the EEO Officer or appropriate company official in
13 Design-Builder's procedures for locating and hiring minority group and female
14 employees.

15 **11.2 Employees, Applicants, and Potential Employees**

16 In order to make Design-Builder's equal employment opportunity policy known to all employees,
17 prospective employees, and potential sources of employees, e.g., schools, employment agencies,
18 labor unions (where appropriate), college placement officers, community organizations, etc.,
19 Design-Builder shall take the following actions:

- 20 (a) **Notices and Posters** - Notices and posters setting forth Design-Builder's equal
21 employment opportunity policy shall be placed in areas readily accessible to
22 employees, applicants for employment, and potential employees; and
- 23 (b) **EEO Indoctrination** - Design-Builder's equal employment opportunity policy and
24 the procedures to implement such policy shall be brought to the attention of
25 employees by means of meetings, employee handbooks, or other appropriate
26 means.

27 **12. Special Training Provisions**

28 **12.1 General Requirements**

29 Design-Builder's equal employment opportunity, affirmative action program shall include the
30 requirements set forth below. The Contractor shall provide on-the-job training aimed at developing
31 trainees to journeyman status in the trades involved. The number of training hours shall be
32 50,000. Design-Builder may elect to accomplish training as part of the work of a subcontractor,
33 however, Design-Builder shall retain the responsibility for complying with these General Provisions.
34 Design-Builder shall also ensure that this training provision is made applicable to any subcontract
35 that includes training.

36 **12.2 Trainee Approval**

37 The Federal government requires WSDOT to include these training provisions as a condition
38 attached to the receipt of Federal highway funding. The Federal government has determined that
39 the training and promotion of members of certain minority groups and women is a primary
40 objective of this training provision. Design-Builder shall make every effort to enroll minority groups
41 and women trainees to the extent such persons are available within a reasonable recruitment area.

1 This training provision is not intended and shall not be used to discriminate against any applicant
2 for training, whether that person is a minority, woman or otherwise. A non-minority male trainee or
3 apprentice may be approved provided the following requirements are met:

4 (a) Design-Builder is otherwise in compliance with the contract's Equal Employment
5 Opportunity and On-the-Job Training requirements and provides documentation of
6 the efforts taken to fill the specific training position with either minorities or females;

7 (b) Or, if not otherwise in compliance, furnishes evidence of his/her systematic and
8 direct recruitment efforts in regard to the position in question and in promoting the
9 enrollment and/or employment of minorities and females in the craft which the
10 proposed trainee is to be trained;

11 (c) And Design-Builder has made a good faith effort towards recruiting of minorities
12 and women. As a minimum this good faith effort shall consist of the following:

13 (1) Distribution of written notices of available employment opportunities with
14 Design-Builder and enrollment opportunities with its unions. Distribution
15 should include but not be limited to; minority and female recruitment sources
16 and minority and female community organizations;

17 (2) Records documenting Design-Builder's efforts and the outcome of those
18 efforts, to employ minority and female applicants and/or refer them to
19 unions;

20 (3) Records reflecting Design-Builder's efforts in participating in developing
21 minority and female on-the-job training opportunities, including upgrading
22 programs and apprenticeship opportunities;

23 (4) Distribution of written notices to unions and training programs disseminating
24 Design-Builder's EEO policy and requesting cooperation in achieving EEO
25 and OJT obligations.

26 No employee shall be employed as a trainee in any classification in which the employee has
27 successfully completed a training course leading to journeyman status or in which the employee
28 has been employed as a journeyman. Design-Builder's records shall document the methods for
29 determining the trainee's status and findings in each case. When feasible, 25 percent of
30 apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

31 For the purpose of this specification, acceptable training programs are those employing
32 trainees/apprentices registered with the following:

33 (a) Washington State Department of Labor & Industries — State Apprenticeship
34 Training Council (SATC) approved apprenticeship agreement:

35 (1) Pursuant to RCW 49.04.060, an apprenticeship agreement shall be;

36 i. an individual written agreement between an employer and apprentice

37 ii. a written agreement between (an employer or an association of
38 employers) and an organization of employees describing conditions
39 of employment for apprentices

1 iii. a written statement describing conditions of employment for
2 apprentices in a plant where there is no bona fide employee
3 organization.

4 All such agreements shall conform to the basic standards and other provisions of
5 RCW Chapter 49.

6 (b) Apprentices must be registered with U.S. Department of Labor — Bureau of
7 Apprenticeship Training (BAT) approved program.

8 Or

9 (c) Trainees participating in a non-BAT/SATC program, which has been approved by
10 the contracting agency for the specific project.

11 (d) For assistance in locating trainee candidates, Design-Builder may call WSDOT's
12 OJT Support Services Technical Advisor at (360) 705-7088, (206) 587-4954 or toll
13 free at 1-866-252-2680.

14 **12.3 Obligation to Provide Information**

15 Upon starting a new trainee, Design-Builder shall furnish the trainee a copy of the approved
16 program Design-Builder will follow in providing the training. Upon completion of the training,
17 Design-Builder or shall provide WSDOT with a certification showing the type and length of training
18 satisfactorily completed by each trainee.

19 **12.4 Training Program Approval**

20 The Training Program shall meet the following requirements:

21 (a) The Training Program (DOT Form 272-049) must be submitted to the WSDOT
22 Engineer for approval prior to commencing contract work and shall be resubmitted
23 when modifications to the program occur.

24 (b) The minimum length and type of training for each classification will be as
25 established in the training program as approved by WSDOT.

26 (c) The Training Program shall contain the trades proposed for training, the number of
27 trainees, the hours assigned to the trade and the estimated beginning work date for
28 each trainee.

29 (d) Unless otherwise specified, Training Programs will be approved if the proposed
30 number of training hours equals the training hours required by contract.

31 (e) After approval of the training program, information concerning each individual
32 trainee and good faith effort documentation shall be submitted on (DOT Form 272-
33 050).

34 (f) In King County, laborer trainees or apprentices will not be approved on contracts
35 containing less than 1000 training hours as specified in this Section. In King
36 County, no more than twenty percent (20%) of hours proposed for trainees or
37 apprentices shall be in the laborer classification when the contract contains 1000 or
38 more hours of training as specified in this Section.

- 1 (g) Flagging programs will not be approved. Other programs that include flagging
2 training will only be approved if the flagging portion is limited to an orientation of not
3 more than 20 hours.
- 4 (h) It is the intention of these provisions that training is to be provided in the
5 construction crafts rather than clerk-typists or secretarial-type positions. Training is
6 permissible in lower level management positions such as office engineers,
7 estimators, timekeepers, etc., where the training is oriented toward construction
8 applications. Some off-site training is permissible as long as the training is an
9 integral part of an approved training program.
- 10 (i) It is normally expected that a trainee will begin training on the project as soon as
11 feasible after start of work, utilizing the skill involved and remain on the project as
12 long as training opportunities exist in the work classification or upon completion of
13 the training program. It is not required that all trainees be on board for the entire
14 length of the contract. The number trained shall be determined on the basis of the
15 total number enrolled on the contract for a significant period.
- 16 (j) Wage Progressions: Trainees will be paid at least the applicable ratios or wage
17 progressions shown in the apprenticeship standards published by the Washington
18 State Department of Labor and Industries. In the event that no training program
19 has been established by the Department of Labor and Industries, the trainee shall
20 be paid in accordance with the provisions of RCW 39.12.021 which reads as
21 follows:
- 22 Apprentice workmen employed upon public works projects
23 for whom an apprenticeship agreement has been
24 registered and approved with the State Apprenticeship
25 Council pursuant to RCW 49.04, must be paid at least the
26 prevailing hourly rate for an apprentice of that trade. Any
27 workman for whom an apprenticeship agreement has not
28 been registered and approved by the State Apprenticeship
29 Council shall be considered to be a fully qualified
30 journeyman, and, therefore, shall be paid at the prevailing
31 hourly rate for journeymen.

32 12.5 Compliance

33 In the event that Design-Builder is unable to accomplish the required training hours but can
34 demonstrate a good faith effort to meet the requirements as specified, then WSDOT will adjust the
35 training goals accordingly.

36 12.6 Requirements for Non BAT/SATC Approved Training Programs

37 Design-Builders who are not affiliated with a program approved by BAT or SATC may have their
38 training program approved provided that the program is submitted for approval on DOT Form 272-
39 049, and the following standards are addressed and incorporated in Design-Builder's program:

- 40 (a) The program establishes minimum qualifications for persons entering the training
41 program.

1 (b) The program shall outline the work processes in which the trainee will receive
2 supervised work experience and training on-the-job and the allocation of the
3 approximate time to be spent in each major process. The program shall include the
4 method for recording and reporting the training completed shall be stated.

5 (c) The program shall include a numeric ratio of trainees to journeymen consistent with
6 proper supervision, training, safety, and continuity of employment. The ratio
7 language shall be specific and clear as to application in terms of job site and
8 workforce during normal operations (normally considered to fall between 1:10 and
9 1:4).

10 (d) The terms of training shall be stated in hours. The number of hours required for
11 completion to journeyman status shall be comparable to the apprenticeship hours
12 established for that craft by the SATC. The following are examples of programs
13 that are currently approved:

14	CRAFT	HOURS
15	Laborer	4,000
16	Ironworker	6,000
17	Carpenter	5,200-8,000
18	Construction Electrician	8,000
19	Operating Engineer	6,000-8,000
20	Cement Mason	5,400
21	Teamster	2,100

22 (e) The method to be used for recording and reporting the training completed shall be
23 stated.

24 **13. Sanctions**

25 In the event that Design-Builder is found in noncompliance with the provisions of Contract Section
26 8.1 or 8.2 or the non-discrimination provisions of Appendix 5-C, WSDOT may impose such
27 sanctions as it or the Federal Highway Administration may determine necessary to gain
28 compliance including, but not limited to:

29 (a) Progress payment requests may not be honored until the noncompliance is
30 remedied to the satisfaction of WSDOT;

31 (b) The Contract may be suspended, in whole or in part, until such time as Design-
32 Builder is determined to be in compliance by WSDOT;

33 (c) Design-Builder's pre-qualification may be suspended or revoked pursuant to
34 WAC 468-16. WSDOT may refer the matter to the Federal Highway Administration
35 (FHWA) for possible federal sanctions; and/or

1 (d) The Contract may be terminated.

2 **14. Incorporation of Provisions**

3 Design-Builder shall notify all potential contractors/subcontractors and suppliers of the EEO
4 obligations required by the Contract. Design-Builder shall use diligent efforts to ensure
5 contractor/subcontractor compliance with their equal employment opportunity obligations.

6 Design-Builder shall include the provisions of Contract Sections 8.1 and 8.2, and the non-
7 discrimination provisions of Appendix 5-C, in every contract/subcontract including procurement of
8 materials and leases of equipment. Design-Builder shall take such action or enforce sanctions
9 with respect to a Subcontractor or supplier as WSDOT or the FHWA may direct as a means of
10 enforcing such provisions. In the event Design-Builder becomes involved in litigation with a
11 Subcontractor or supplier as a result of such direction, Design-Builder may request WSDOT enter
12 into such litigation to protect their interests and WSDOT may request the federal government to
13 enter into such litigation to protect the interests of the United States.

14 **15. Records and Reports**

15 **15.1 General**

16 Design-Builder shall keep such records as are necessary to determine compliance with Design-
17 Builder's equal employment opportunity obligations. The records kept by Design-Builder shall be
18 designated to indicate:

- 19 (a) Work Force Data - The number of minority and non-minority group members and
20 women employed in each work classification on the Project;
- 21 (b) Good Faith Efforts - Unions - The progress and efforts being made in cooperation
22 with unions to increase employment opportunities for minorities and women
23 (applicable only to Design-Builder who relies in whole or in part on unions as a
24 source of their work force);
- 25 (c) Good Faith Efforts - Recruitment - The progress and efforts being made in locating,
26 hiring, training, qualifying, and upgrading minority and female employees; and
- 27 (d) Subcontracting - The progress and efforts being made in securing the services of
28 disadvantaged, minority, and women Subcontractors or Subcontractors with
29 meaningful minority and female representation among their employees.

30 **15.2 Required Records and Retention**

31 All records must be retained by Design-Builder for a period of three years following Final
32 Acceptance. All records shall be available at reasonable times and places for inspection by
33 authorized representatives of either WSDOT or the Federal Highway Administration.

- 34 (a) **Federal-Aid Highway Construction Design-Builders Annual EEO Report**
35 **(FHWA #1391)** - This form is required for all federally assisted projects provided the
36 contract is equal to or greater than \$10,000 and for every associated subcontract
37 equal to or greater than \$10,000. Each contract requires separate reports filed for
38 Design-Builder and each Subcontractor (subject to the above noted criteria). These

1 forms are due by August 25th in every year during which work was performed in
2 July. The payroll period to be reflected in the report is the last payroll period in July
3 in which work was performed. This report is required of each Design-Builder and
4 Subcontractor for each federally assisted contract on which Design-Builder or
5 Subcontractor performs work during the month of July.

6 (b) **Monthly Employment Utilization Reports (WSDOT Form #820-010)** - This form
7 (or substitute form as approved by WSDOT) is required for all federally assisted
8 programs if the contract is equal to or greater than \$10,000 and for every
9 associated subcontract equal to or greater than \$10,000. These monthly reports
10 are to be maintained in the respective Design-Builder's or subcontractor's records.
11

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APPENDIX 7

2

Key Personnel

Key Position*	Key Personnel*
Project Manager	Alvaro Fernandez
Deputy Project Manager	Manuel Ruiz
Design Manager	Richard Johnson
Tunnel Design Manager	Samuel Estefania
Tunnel Interior Structures Manager	Jerry Dorn
Tunnel Systems Manager	Jorge Vano
Construction Manager	Francisco Trelles
TBM & Equipment Superintendent	Emiliano Rodriguez
Geotechnical Manager	Evelio Ferreiro
Safety Manager	Ray Clouatre
Project Quality Manager	Albert Dube
Environmental Manager	Bill Jordan
Community Liaison	Jamie Strausz-Clark
Subcontractor and Labor Manager	Tony Johnson
Design Director	Dan Dixon
*Unless otherwise noted, positions and personnel listed are as provided in the Proposal.	

3

1 **APPENDIX 8**

2 **Invoice Certificates**

3 **CONSTRUCTION CERTIFICATE**

4 As a condition precedent for the Washington Department of Transportation ("WSDOT") to make
5 payment as requested by the foregoing Invoice, the undersigned Design-Builder hereby
6 certifies, as follows:

7 1. Unless otherwise indicated, capitalized terms used herein shall have the meanings set
8 forth in that certain Design-Build Contract No. 007999 between Design-Builder and WSDOT
9 (the "Contract").

10 2. The Work described in the exhibits attached hereto has been fully performed in a
11 prudent manner and in compliance with the requirements of the Contract Documents; all
12 necessary materials to perform such Work have been provided in accordance with the
13 provisions of the Contract Documents; and the information contained in such exhibits is true,
14 complete and correct in all material respects.

15 3. No Event of Default or event which with the giving of notice or the lapse of time would
16 result in an Event of Default has occurred and is continuing as of the date hereof.

17 4. Design-Builder has delivered all documents and submittals required under the terms of
18 the Contract Documents to be delivered on or prior to the date hereof, including but not limited
19 to the data required under Section 11.6 of the Contract.

[Design-Builder]

By: _____

Name: _____

Title: _____

Date: _____, 201_

20
21 cc: Project Manager
22

1 **QUALITY ASSURANCE / QUALITY CONTROL COMPLIANCE CERTIFICATE**

2 As a condition precedent for the Washington Department of Transportation ("WSDOT") to make
3 payment as requested by the foregoing Invoice, each of the undersigned hereby certifies as
4 follows:

- 5 (a.) All engineering and design Work which is the subject of the invoice has been
6 checked and inspected by the design quality assurance/quality control team in
7 accordance with the Design-Builder's Quality Management Plan;
- 8 (b.) All Work other than engineering and design, including that of Subcontractors,
9 suppliers and fabricators, which is the subject of the invoice has been checked,
10 verified, certified and/or inspected by the construction quality assurance/quality
11 control team in accordance with the Quality Management Plan;
- 12 (c.) All Work which is the subject of the invoice fully conforms to the requirements of
13 the Contract Documents, subject to the following exceptions:
14 _____
15 _____
16 _____;
17 and
- 18 (d.) The Quality Management Plan and all of the measures and procedures provided
19 therein are functioning properly and are being followed in all respects, subject to
20 the following exceptions:
21 _____
22 _____
23 _____

24
25 *Certificate to be signed and sealed by each of the quality assurance managers responsible for*
26 *quality assurance for design and construction work included in the invoice.*
27

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APPENDIX 9

2

NOT USED

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4
5

APPENDIX 10

Contract Bonds

Appendix 10-A Payment Bond
Appendix 10-B Performance Bond

Bond Nos. Dragados: PRF09036752 (Zurich)/ 015032331 (Liberty)
Bond Nos. Tutor: 105524367 (Travelers) / 82060790 (Federal) / 6743260 (Safeco) /
09034789 (Zurich)

Appendix 10-A

Payment Bond

SR 99 Bored Tunnel Alternative Design-Build Project

[CONTRACT NO. 007999]

KNOW ALL MEN BY THESE PRESENTS, That the Washington State Department of Transportation, an agency of the State of Washington ("WSDOT"), and Seattle Tunnel Partners, a Joint Venture, ("Design-Builder"), have entered into a Design-Build Contract ("the "Contract") dated JAN 06 2011, 20 for the SR 99 Tunnel Design-Builder Project (the "Project").

By virtue of this Payment Bond (the "Bond"), the Design-Builder as Principal (the "Principal") and Fidelity and Deposit Company of Maryland/Zurich American Insurance Company, a corporation duly organized under the laws of the State of Maryland/New York and authorized to do business in the State of Washington, and Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Federal Insurance Company and Safeco Insurance Company of America, a corporation duly organized under the laws of the State of Massachusetts/ Connecticut/Indiana/Washington and authorized to do business in the State of Washington (collectively "Co-Sureties"), are jointly and severally held and firmly bound unto WSDOT, as Obligee, in the penal sum of Five Hundred Million Dollars and 00/100 Dollars (\$500,000,000.00), lawful money of the United States of America, for the payment of which sum we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this Bond is such that:

WHEREAS, the Contract is incorporated by reference into this Bond; and all capitalized terms used but not defined herein to be as defined in the Contract (as applicable); and

WHEREAS, by the terms, conditions and provisions of the Contract, the Principal agreed to: (i) provide all design, labor, furnish all tools, materials and equipment for the Contract Work; (ii) pay all laborers, mechanics, subcontractors, agents and material men and all persons who shall supply the Principal with services, provisions and supplies for carrying out the Contract Work; and (iii) perform such other work as may be required by the specifications, drawings and other Contract Documents; and

WHEREAS, this Bond shall cover all of the Contract Work, including Contract Work ordered pursuant to Change Orders.

WHEREAS, the Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that Owner will have no obligation to deal with multiple sureties hereunder. All correspondence from Owner to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The Co-Sureties also agree to designate a single agent for service of process with respect to any actions on this Bond, which agent shall either be (a) a natural person or (b) a corporation qualified to act as an agent for service of process under Washington law. The designated representative and agent for service of process may be changed only by delivery of written

notice (by personal delivery or by certified mail, return receipt requested) to Owner designating a single new representative and/or agent, signed by all of the Co-Sureties. The initial representative shall be Zurich American Insurance Company, 1400 American Lane, Schaumburg, IL 60196, and the initial agent for service of process shall be AON Construction Services Group, 390 North Broadway, Jericho, NY 11753.

NOW, THEREFORE, if the Principal herein shall pay all laborers, mechanics, subcontractors, agents and material men, all persons who shall supply the Principal with services, provisions and supplies for carrying out the Contract Work, and all persons who shall supply such person or persons or subcontractor with provisions or supplies for carrying out the Contract Work, or anyone else permitted to claim under RCW 39.08 for all labor, material and equipment used or reasonably required for use in the performance of the Contract, all of which claimants shall have a direct right of action against this Bond, then this obligation to be void, otherwise to remain in full force and effect.

Signed this 29th day of December, 2010.

Seattle Tunnel Partners, a Joint Venture

~~Dragados USA, Inc.~~
PRINCIPAL (Design-Builder)

BY:



Fernando
Gonzalez-
Alcaniz
CFO

TITLE:

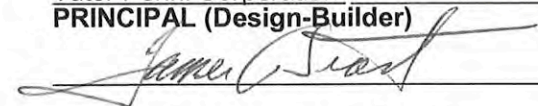
CFO

ADDRESS:

500 FIFTH AVE. 38th Floor, New York, 10110 NY

Tutor Perini Corporation
PRINCIPAL (Design-Builder)

BY:



TITLE:

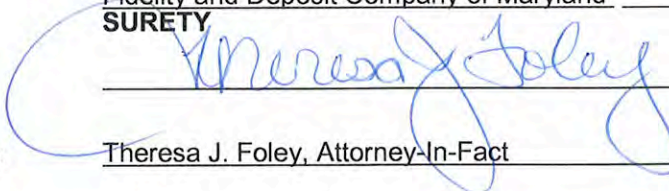
EVP CEO Civil Group

ADDRESS:

15901 OGDEN ST Sylmar, CA 91342

Fidelity and Deposit Company of Maryland
SURETY

BY:



TITLE:

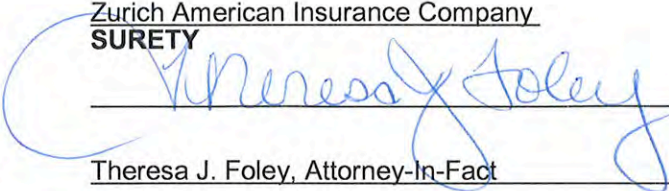
Theresa J. Foley, Attorney-In-Fact

ADDRESS:

390 North Broadway, Jericho, NY 11753

Zurich American Insurance Company
SURETY

BY:

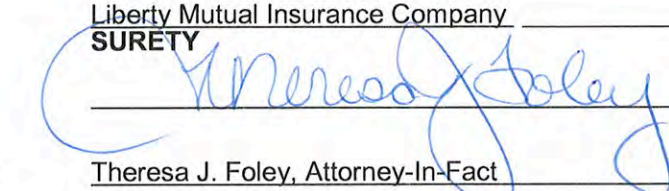


Theresa J. Foley, Attorney-In-Fact

ADDRESS: 390 North Broadway, Jericho, NY 11753

Liberty Mutual Insurance Company
SURETY

BY:

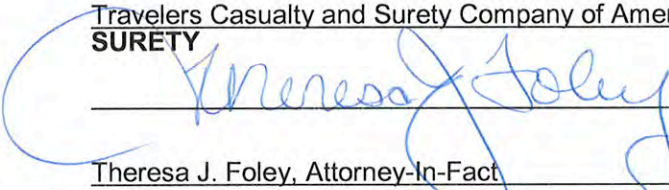


Theresa J. Foley, Attorney-In-Fact

ADDRESS: 390 North Broadway, Jericho, NY 11753

Travelers Casualty and Surety Company of America
SURETY

BY:

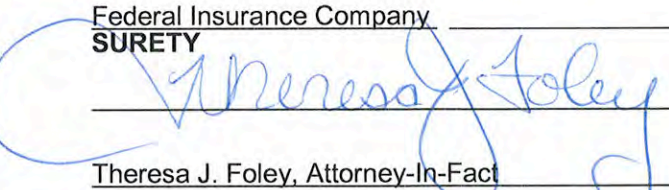


Theresa J. Foley, Attorney-In-Fact

ADDRESS: 390 North Broadway, Jericho, NY 11753

Federal Insurance Company
SURETY

BY:

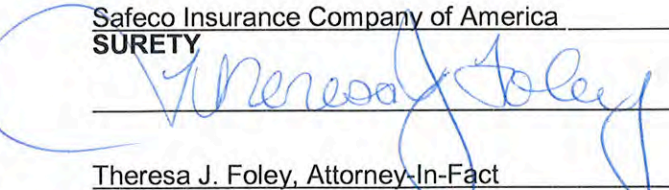


Theresa J. Foley, Attorney-In-Fact

ADDRESS: 390 North Broadway, Jericho, NY 11753

Safeco Insurance Company of America
SURETY

BY:



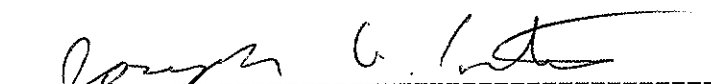
Theresa J. Foley, Attorney-In-Fact

ADDRESS: 390 North Broadway, Jericho, NY 11753

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF New York)
COUNTY OF New York)

ON THE 30th DAY OF DECEMBER, 2010, BEFORE ME PERSONALLY CAME
FERNANDO GONZALEZ TO ME KNOWN,
WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT 500
FIFTH AVE., NEW YORK, NY 10010, THAT (S)HE IS
THE CEO OF DRAGADOS USA, INC., THE
CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; AND
THAT (S)HE SIGNED HIS/HER NAME THERETO BY ORDER OF THE BOARD OF DIRECTORS
OF SAID CORPORATION.



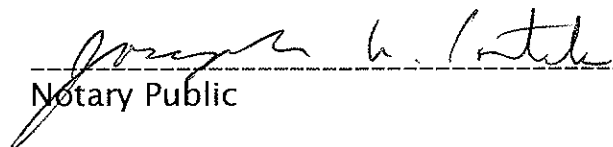
Notary Public

JOSEPH G. PORTELA
NOTARY PUBLIC, State of New York
No. 31-4946859
Qualified in New York County
Commission Expires February 6, 2011

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF New York)
COUNTY OF New York)

ON THE 3rd DAY OF JANUARY, 2010, BEFORE BE PERSONALLY CAME
JAMES F. PAT TO ME KNOWN,
WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT 15901
OLSON ST., SYLMAR, CA 91342, THAT (S)HE IS
THE EMPLOYEE (FISCAL CLERK) OF **TUTOR PERINI CORPORATION**,
THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT;
AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY ORDER OF THE BOARD OF
DIRECTORS OF SAID CORPORATION.


Notary Public

JOSEPH G. PORTELA
NOTARY PUBLIC, State of New York
No. 31-4946859
Qualified in New York County
Commission Expires February 6, 2011

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK ,)
COUNTY OF NASSAU,)

ON THE 29TH DAY OF DECEMBER, 2010 , BEFORE ME PERSONALLY CAME THERESA J. FOLEY TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT NASSAU COUNTY, NY THAT (S)HE IS THE ATTORNEY-IN-FACT OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.



Notary Public

DENISE CUCURULLO
Notary Public, State Of New York
No. 01CU4783740
Qualified In Nassau County
Commission Expires September 30, 2013

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK ,)
COUNTY OF NASSAU,)

ON THE 29TH DAY OF DECEMBER, 2010 , BEFORE ME PERSONALLY CAME THERESA J. FOLEY TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT NASSAU COUNTY, NY THAT (S)HE IS THE ATTORNEY-IN-FACT OF ZURICH AMERICAN INSURANCE COMPANY THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.



Notary Public

DENISE CUCURULLO
Notary Public, State Of New York
No. 01CU4783740
Qualified In Nassau County
Commission Expires September 30, 20 13

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK ,)
COUNTY OF NASSAU,)

ON THE 29TH DAY OF DECEMBER, 2010 , BEFORE ME PERSONALLY CAME THERESA J. FOLEY TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT NASSAU COUNTY, NY THAT (S)HE IS THE ATTORNEY-IN-FACT OF LIBERTY MUTUAL INSURANCE COMPANY THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.



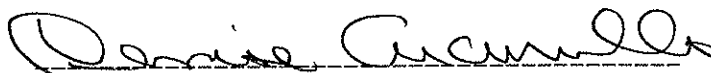
Notary Public

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Qualified In Nassau County
Commission Expires September 30, 20 13

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK ,)
COUNTY OF NASSAU,)

ON THE 29TH DAY OF DECEMBER, 2010 , BEFORE ME PERSONALLY CAME THERESA J. FOLEY TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT NASSAU COUNTY, NY THAT (S)HE IS THE ATTORNEY-IN-FACT OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.




Notary Public

DENISE CUCURULLO
Notary Public, State Of New York
No. 01CU4783740
Qualified In Nassau County
Commission Expires September 30, 2013

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK ,)
COUNTY OF NASSAU,)

ON THE 29TH DAY OF DECEMBER, 2010 , BEFORE ME PERSONALLY CAME THERESA J. FOLEY TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT NASSAU COUNTY, NY THAT (S)HE IS THE ATTORNEY-IN-FACT OF FEDERAL INSURANCE COMPANY THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.



Notary Public

DENISE CUCURULLO
Notary Public, State Of New York
No. 01CU4783740
Qualified In Nassau County
Commission Expires September 30, 2013

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK ,)
COUNTY OF NASSAU,)

ON THE 29TH DAY OF DECEMBER, 2010 , BEFORE ME PERSONALLY CAME THERESA J. FOLEY TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT NASSAU COUNTY, NY THAT (S)HE IS THE ATTORNEY-IN-FACT OF SAFECO INSURANCE COMPANY OF AMERICA THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.



Notary Public

DENISE CUCURULLO
Notary Public, State Of New York
No. 01CU4783740
Qualified In Nassau County
Commission Expires September 30, 20 13

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **James E. MARRAN, JR., Daryl LAFORGE, David W. ROSEHILL, Vincent A. WALSH, Nancy SCHNEE, Theresa J. FOLEY, Fred NICHOLSON, Michael MARINO, Andrea E. GORBERG and Annette LEUSCHNER, all of Jericho, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of James E. MARRAN, JR., David W. ROSEHILL, Vincent A. WALSH, Nancy SCHNEE, Theresa J. FOLEY, Fern PERRY, Fred NICHOLSON, David A. GOLDSTEIN, Michael MARINO, Daryl LAFORGE, dated November 5, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of November, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By:

William J. Mills

Gregory E. Murray Assistant Secretary

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 12th day of November, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

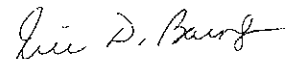
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

DEC 29 2010

this _____ day of _____, _____.



Assistant Secretary

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
3910 KESWICK ROAD, BALTIMORE, MD 21211-2226

Statement of Financial Condition
As Of December 31, 2009

ASSETS

Bonds	\$ 156,584,995
Stocks	22,537,672
Cash and Short Term Investments	9,719,598
Reinsurance Recoverable	9,347,241
Other Accounts Receivable	51,052,264
TOTAL ADMITTED ASSETS	\$ 249,241,769

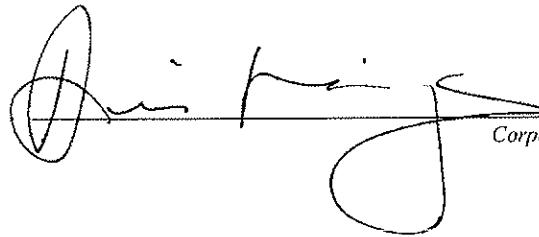
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 76,835
Ceded Reinsurance Premiums Payable	58,237,612
Securities Lending Collateral Liability	5,511,875
TOTAL LIABILITIES	\$ 63,826,322
Capital Stock, Paid Up	\$ 5,000,000
Surplus	180,415,448
Surplus as regards Policyholders	185,415,447
TOTAL	\$ 249,241,769

Securities carried at \$38,385,957 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2009 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$247,657,513 and surplus as regards policyholders \$186,999,703.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2009.


Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2010.


Notary Public



ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the ZURICH AMERICAN INSURANCE COMPANY, a corporation created by and existing under the laws of the State of New York does hereby nominate, constitute and appoint James E. MARRAN, JR, David W. ROSEHILL, Vincent A. WALSH, Nancy SCHNEE, Theresa J. FOLEY, Fern PERRY, Fred NICHOLSON, David A. GOLDSTEIN, Michael MARINO and Daryl LAFORGE, all of Jericho, New York, EACH its true and lawful Attorneys-In-Fact with power and authority hereby conferred to sign, seal, and execute in its behalf, during the period beginning with the date of issuance of this power, any and all bonds and undertakings, recognizances or other written obligations in the nature thereof, and to bind ZURICH AMERICAN INSURANCE COMPANY thereby, and all of the acts of said Attorney[s]-in-Fact pursuant to these presents are hereby ratified and confirmed. This Power of Attorney is made and executed pursuant to and by the authority of the following By-Law duly adopted by the Board of Directors of the Company which By-Law has not been amended or rescinded.

Article VI, Section 5. "...The President or a Vice President in a written instrument attested by a Secretary or an Assistant Secretary may appoint any person Attorney-In-Fact with authority to execute surety bonds on behalf of the Company and other formal underwriting contracts in reference thereto and reinsurance agreements relating to individual policies and bonds of all kinds and attach the corporate seal. Any such officers may revoke the powers granted to any Attorney-In-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY by unanimous consent in lieu of a special meeting dated December 15, 1998

"RESOLVED, that the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile on any Power of Attorney pursuant to Article VI, Section 5 of the By-Laws, and the signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power. Any such power or any certificate thereof with such facsimile signature and seal shall be valid and binding on the Company. Furthermore, such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this 5th day of November, A.D. 2008. This power of attorney revokes that issued on behalf of James E. MARRAN, JR, David W. ROSEHILL, Vincent A. WALSH, Nancy SCHNEE, Theresa J. FOLEY, Fern PERRY, Fred NICHOLSON, David A. GOLDSTEIN, Michael MARINO, William MARINO, dated November 4, 2008.



ZURICH AMERICAN INSURANCE COMPANY

Gerald F. Haley

Frank E. Martin Jr.

STATE OF MARYLAND } CITY OF BALTIMORE }

ss: Gerald F. Haley Secretary Frank E. Martin Jr. Vice President

On the 5th day of November, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above.



Constancia A. Duran

Notary Public

My Commission Expires: July 14, 2011

This Power of Attorney limits the acts of those named therein to the bonds and undertaking specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

CERTIFICATE

I, the undersigned, a Secretary of the ZURICH AMERICAN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that Article VI, Section 5 of the By-Laws of the Company and the Resolution of the Board of Directors set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed the seal of said Company

Gregory E. Murray

Gregory E. Murray

Secretary

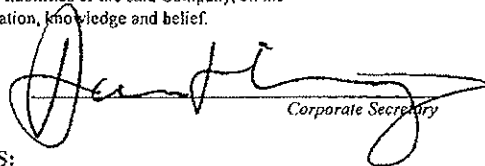


the DEC 29 2010 day of

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006
As of December 31, 2009 and December 31, 2008

	12/31/2009	12/31/2008
<u>Assets</u>		
Bonds	\$ 18,856,255,156	\$ 18,080,264,654
Preferred Stock	983,952	70,077,341
Common Stock	2,414,799,006	2,523,871,473
Real Estate	-	25,457,836
Other Invested Assets	1,955,583,185	1,699,943,998
Short-term Investments	442,083,498	117,588,071
Receivable for securities	924,864	8,050,472
Cash and cash equivalents	81,175,295	66,140,854
Employee Trust for Deferred Compensation Plan	115,265,399	92,484,754
Total Cash and Invested Assets	\$ 23,867,070,354	\$ 22,683,879,453
Premiums Receivable	\$ 3,789,891,423	\$ 4,504,508,588
Funds Held with Reinsurers	17,543,464	18,761,471
Reinsurance Recoverable	334,417,233	859,700,252
Accrued Investment Income	153,168,265	149,763,601
Federal Income Tax Recoverable	938,076,547	583,896,990
Due from Affiliates	270,234,627	178,313,325
Other Assets	565,343,140	655,646,493
Total Assets	\$ 29,935,745,054	\$ 29,634,470,173
<u>Liabilities and Policyholders' Surplus</u>		
Liabilities:		
Loss and LAE Reserves	\$ 14,457,673,205	\$ 14,645,410,951
Unearned Premium Reserve	4,286,806,531	4,602,631,426
Funds Held with Reinsurers	249,802,186	248,918,770
Loss In Course of Payment	416,324,234	460,126,217
Commission Reserve	154,104,769	155,353,168
Federal Income Tax Payable	24,130,322	16,936,764
Remittances and Items Unallocated	152,534,594	135,262,884
Payable to parent, subs and affiliates	304,648,750	199,894,895
Provision for Reinsurance	74,859,513	95,167,954
Ceded Reinsurance Premiums Payable	62,782,469	605,799,518
Securities Lending Collateral Liability	328,068,754	102,593,522
Other Liabilities	2,006,859,109	2,126,543,703
Total Liabilities	\$ 22,518,594,436	\$ 23,394,639,772
Policyholders' Surplus:		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	1,883,000,000	1,883,000,000
Special Surplus Retroactive Reinsurance	101,720,000	73,761,000
Change in Net Deferred Tax Asset	348,814,703	-
Cumulative Unrealized Gain	(74,742,079)	(316,593,413)
Dividends Undeclared	-	222,129
Loss Portfolio Transfer Account	-	-
Unassigned Surplus	759,226,673	200,309,364
Total Policyholders' Surplus	\$ 7,417,150,618	\$ 6,239,830,401
Total Liabilities and Policyholders' Surplus	\$ 29,935,745,054	\$ 29,634,470,173

I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2009, according to the best of my information, knowledge and belief.

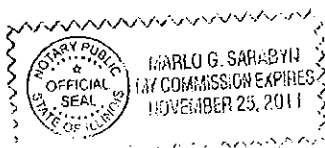


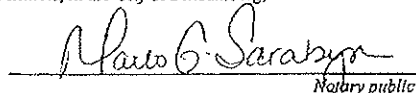
 Corporate Secretary

State of Illinois
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2010.





 Notary public

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint WILLIAM A. MARINO, DAVID W. ROSEHILL, NANCY SCHNEE, VINCENT A. WALSH, FRED NICHOLSON, THERESA J. FOLEY, MICHAEL MARINO, JAMES E. MARRAN, JR., ANDREA E. SZELWACH, ANNETTE LEUSCHNER, ALL OF THE CITY OF JERICHO, STATE OF NEW YORK.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIVE HUNDRED MILLION AND 00/100 ***** DOLLARS (\$ 500,000,000.00 *****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 21st day of June, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

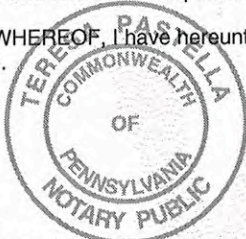


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of June, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

DEC 29 2010

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of _____, _____.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1-2)	Net Admitted Assets
1. Bonds (Schedule D)	11,425,766,895		11,425,766,895	11,057,669,501
2. Stocks (Schedule D):				
2.1 Preferred stocks	782,976,318		782,976,318	757,319,705
2.2 Common stocks	9,135,552,552		9,135,552,552	7,570,471,320
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	519,022,709		519,022,709	548,091,252
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)	337,179,530		337,179,530	425,989,166
4.2 Properties held for the production of income (less \$ 0 encumbrances)	978,262		978,262	1,039,982
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 399,502,655, Schedule E - Part 1), cash equivalents (\$ 82,179,054, Schedule E - Part 2), and short-term investments (\$ 352,650,853, Schedule DA)	824,332,462		824,332,462	1,349,305,516
6. Contract loans (including \$ 0 premium notes)				
7. Other invested assets (Schedule BA)	5,771,150,576	206,157	5,770,944,419	5,131,343,213
8. Receivables for securities	12,271,548		12,271,548	2,859,056
9. Aggregate write-ins for invested assets				
10. Subtotals, cash and invested assets (Lines 1 to 9)	28,609,230,852	206,157	28,608,024,695	26,844,088,712
11. Title plants less \$ 0 charged off (for Title insurers only)				
12. Investment income due and accrued	133,129,777		133,129,777	140,188,757
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	993,264,743	14,732,220	978,532,523	1,071,899,224
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 0 earned but unbilled premiums)	1,519,460,073		1,519,460,073	1,594,927,150
13.3 Accrued retrospective premiums	366,445,346	36,644,535	329,800,811	353,694,097
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	593,195,507		593,195,507	560,300,803
14.2 Funds held by or deposited with reinsured companies	13,527,020		13,527,020	17,294,633
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans	21,095	11,418	9,677	175,315
16.1 Current federal and foreign income tax recoverable and interest thereon	313,172,066		313,172,066	
16.2 Net deferred tax asset	1,188,251,090	164,925,480	1,023,325,609	846,790,256
17. Guaranty funds receivable or on deposit	33,248,467		33,248,467	32,559,328
18. Electronic data processing equipment and software	319,102,379	257,221,814	61,880,565	50,291,004
19. Furniture and equipment, including health care delivery assets (\$ 0)	126,014,225	126,014,225		
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	346,223,617	610	346,223,007	312,158,606
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	715,856,703	39,949,956	675,906,747	715,420,301
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	35,470,142,960	639,706,425	34,830,436,535	32,549,788,186
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	35,470,142,960	639,706,425	34,830,436,535	32,549,788,186

DETAILS OF WRITE-IN LINES				
0901.				
0902.				
0903.				
0998. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 9 above)				
2301. Cash Surrender Value Life Insurance	383,284,396		383,284,396	348,631,523
2302. Amounts receivable under high deductible policies	172,319,200	115,054	172,204,146	165,149,487
2303. Other assets	132,718,497	39,834,902	92,883,595	165,597,198
2398. Summary of remaining write-ins for Line 23 from overflow page	27,534,610		27,534,610	36,042,093
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	715,856,703	39,949,956	675,906,747	715,420,301

LIABILITIES, SURPLUS AND OTHER FUNDS

	1	2
	Current Year	Prior Year
1. Losses (Part 2A, Line 35, Column 8)	12,590,697,955	12,604,675,356
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 6)	76,374,442	82,048,425
3. Loss adjustment expenses (Part 2A, Line 35, Column 9)	2,545,218,963	2,486,475,556
4. Commissions payable, contingent commissions and other similar charges	119,922,369	96,063,863
5. Other expenses (excluding taxes, licenses and fees)	234,522,784	330,823,565
6. Taxes, licenses and fees (excluding federal and foreign income taxes)	168,206,453	256,823,744
7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses))		36,105,135
7.2 Net deferred tax liability		
8. Borrowed money \$ 0 and interest thereon \$ 0		595,212
9. Unearned premiums (Part 1A, Line 38, Column 5) (after deducting unearned premiums for ceded reinsurance of \$ 2,135,447,190 and including warranty reserves of \$ 0)	3,293,042,808	3,320,119,872
10. Advance premium	43,887,917	60,012,554
11. Dividends declared and unpaid:		
11.1 Stockholders		
11.2 Policyholders	1,800,778	1,136,856
12. Ceded reinsurance premiums payable (net of ceding commissions)	717,199,249	650,465,345
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 19)	1,746,563,156	1,807,274,064
14. Amounts withheld or retained by company for account of others	555,667,197	455,703,129
15. Remittances and loans not allocated		
16. Provision for reinsurance (Schedule F, Part 7)	69,876,156	73,967,601
17. Net adjustments in assets and liabilities due to foreign exchange rates		
18. Drafts outstanding	294,010,958	292,865,747
19. Payable to parent, subsidiaries and affiliates	35,060,360	72,675,912
20. Payable for securities	59,521,815	15,457,672
21. Liability for amounts held under unsecured plans		
22. Capital notes \$ 0 and interest thereon \$ 0		
23. Aggregate write-ins for liabilities	(202,691,589)	(478,583,930)
24. Total liabilities excluding protected cell liabilities (Lines 1 through 23)	22,338,883,620	22,215,056,766
25. Protected cell liabilities		
26. Total liabilities (Lines 24 and 25)	22,338,883,620	22,215,056,766
27. Aggregate write-ins for special surplus funds	1,209,068,460	957,921,671
28. Common capital stock	10,000,000	10,000,000
29. Preferred capital stock		
30. Aggregate write-ins for other than special surplus funds	1,250,000	1,250,000
31. Surplus notes	795,347,694	892,074,890
32. Gross paid in and contributed surplus	6,435,272,283	6,335,272,283
33. Unassigned funds (surplus)	4,040,614,478	2,138,213,474
34. Less treasury stock, at cost:		
34.1 0 shares common (value included in Line 28 \$ 0)		
34.2 0 shares preferred (value included in Line 29 \$ 0)		
35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 39)	12,491,552,915	10,334,732,418
36. Totals (Page 2, Line 26, Col. 3)	34,830,436,535	32,549,788,186

DETAILS OF WRITE-IN LINES		
2301. Amounts held under unsecured plans	851,634,174	681,987,189
2302. Other liabilities	410,875,968	424,947,976
2303. Collateral held for securities loaned	279,831,198	110,828,705
2398. Summary of remaining write-ins for Line 23 from overflow page	(1,645,032,349)	(1,596,357,809)
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	(202,691,589)	(478,583,930)
2701. Special surplus from retroactive reinsurance	967,721,654	957,921,671
2702. SSAP10R incremental change	241,346,806	
2703.		
2798. Summary of remaining write-ins for Line 27 from overflow page		
2799. Totals (Lines 2701 through 2703 plus 2798) (Line 27 above)	1,209,068,460	957,921,671
3001. Guaranty funds	1,250,000	1,250,000
3002.		
3003.		
3098. Summary of remaining write-ins for Line 30 from overflow page		
3099. Totals (Lines 3001 through 3003 plus 3098) (Line 30 above)	1,250,000	1,250,000

State of Massachusetts

County of Suffolk ss

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been compiled in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their knowledge, information and belief, respectively. Furthermore, the scope of this attestation by the described officers also includes the related corresponding electronic filing with the NAIC, when required, that is an electronic copy (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in lieu of or in addition to the enclosed statement.

Edmund Francis Kelly
 (Signature)
 Edmund Francis Kelly
 (Printed Name)
 1.
 Chairman of the Board President & CEO
 (Title)

Dexter B. Leno
 (Signature)
 Dexter Robert Leno
 (Printed Name)
 2.
 Vice President & Secretary
 (Title)

Laurance Henry Soyes Yaffe
 (Signature)
 Laurance Henry Soyes Yaffe
 (Printed Name)
 3.
 Senior Vice President & Treasurer
 (Title)

Subscribed and sworn to (or affirmed) before me on this
 1st day of February, 2010, by
Walter J. Kelly



a. Is this an original filing? [X] Yes [] No
 b. If no: 1. State the amendment number
 2. Date filed
 3. Number of pages attached



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223152

Certificate No. 004017819

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William A. Marino, David W. Rosehill, Nancy Schnee, Theresa J. Foley, Fred Nicholson, James E. Marran, Jr., Vincent A. Walsh, Michael Marino, Daryl LaForge, Matthew Kelly, Annette Leuschner, and Andrea E. Gorbett

of the City of Jericho, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of December, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 22nd day of December, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

DEC 29 2010

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2009

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 91,852,774	UNEARNED PREMIUMS	\$ 839,517,654
BONDS	3,673,398,848	LOSSES	898,279,087
INVESTMENT INCOME DUE AND ACCRUED	51,425,446	LOSS ADJUSTMENT EXPENSES	361,684,338
PREMIUM BALANCES	183,801,015	COMMISSIONS	34,630,506
NET DEFERRED TAX ASSET	72,285,733	TAXES, LICENSES AND FEES	59,474,472
REINSURANCE RECOVERABLE	4,839,080	OTHER EXPENSES	31,736,727
REINSURANCE RECEIVABLE INTERCOMPANY	247,774,291	FUNDS HELD UNDER REINSURANCE TREATIES	161,203,705
OTHER ASSETS	6,728,714	CURRENT FEDERAL AND FOREIGN INCOME TAXES	6,951,413
		REMITTANCES AND ITEMS NOT ALLOCATED	49,208,988
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	47,770,209
		RETROACTIVE REINSURANCE RESERVE	3,174,766
		POLICYHOLDER DIVIDENDS	8,825,721
		PROVISION FOR REINSURANCE	7,950,503
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(47,932,192)
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	60,750,201
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,322,891
		TOTAL LIABILITIES	\$ 2,494,657,039
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,396,564,901
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,836,848,661
TOTAL ASSETS	\$ 4,331,705,701	TOTAL LIABILITIES & SURPLUS	\$ 4,331,705,701

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2009.



Michael J. Doody
 SECOND VICE PRESIDENT

 NOTARY PUBLIC - MY COMMISSION EXPIRES 11/30/2012

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 19th DAY OF APRIL, 2010



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint John P. Hyland, Matthew Kelly and Daryl LaForge of Warren, New Jersey and Theresa J. Foley, Annette Leuschner, William A. Marino, James E. Marran, Jr., Fred Nicholson, David W. Rosehill, Nancy Schnee, Andrea E. Szelwach and Vincent A. Walsh of Jericho, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of August, 2010.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 25th day of August, 2010 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY

(the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

DEC 29 2010



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2009

(in thousands of dollars)

<u>ASSETS</u>		<u>LIABILITIES AND SURPLUS TO POLICYHOLDERS</u>	
Cash and Short Term Investments.....	\$ 257,630	Outstanding Losses and Loss Expenses	\$ 11,900,150
United States Government, State and Municipal Bonds.....	11,077,454	Unearned Premiums.....	3,345,760
Other Bonds.....	4,042,056	Reinsurance Premiums Payable	322,875
Stocks	778,949	Provision for Reinsurance	79,993
Other Invested Assets.....	1,758,696	Other Liabilities.....	717,789
TOTAL INVESTMENTS.....	<u>17,914,785</u>	TOTAL LIABILITIES	<u>16,366,567</u>
Investments in Affiliates:		Special Surplus Funds.....	176,031
Chubb Investment Holdings, Inc.....	2,881,003	Capital Stock	20,980
Pacific Indemnity Company	2,200,172	Paid-In Surplus	3,106,809
Chubb Insurance Investment Holdings Ltd. ...	1,539,334	Unassigned Funds.....	<u>11,017,701</u>
Executive Risk Indemnity Inc.....	1,078,688		
CC Canada Holdings Ltd.....	607,555	SURPLUS TO POLICYHOLDERS.....	<u>14,321,521</u>
Great Northern Insurance Company	453,227		
Chubb European Investment Holdings SLP .	271,092		
Chubb Insurance Company of Australia ...	255,177		
Vigilant Insurance Company.....	176,625		
Other Affiliates	349,088		
Premiums Receivable	1,458,416	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	<u>\$ 30,688,088</u>
Other Assets	<u>1,502,926</u>		
TOTAL ADMITTED ASSETS	<u>\$ 30,688,088</u>		

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments valued at \$448,814,488 are deposited with government authorities as required by law.

State, County & City of New York, -- ss:

Yvonne Baker, Assistant Secretary of the Federal Insurance Company

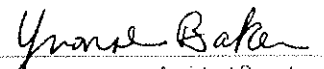
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2009 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2009.

Subscribed and sworn to before me

this **December 29, 2010**


DOROTHY M. BAKER
Notary Public

DOROTHY M. BAKER
Notary Public, State of New York
No. 31-4904994
Qualified in New York County
Commission Expires Sept. 14, 2013


Assistant Secretary

POWER OF ATTORNEY

No. 9980

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****THERESA J. FOLEY; DARYL LAFORGE; ANNETTE LEUSCHNER; WILLIAM A. MARINO; JAMES E. MARRAN JR.; MICHAEL MARINO; FRED NICHOLSON; DAVID W. ROSEHILL; NANCY SCHNEE; ANDREA E. SZELWACH; VINCENT A. WALSH: Jericho, NY*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or underlakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 7th day of June, 2010

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or underlaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this DEC 29 2010 day of



Dexter R. Legg

Dexter R. Legg, Secretary

ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	Net Admitted Assets
1. Bonds (Schedule D)	2,928,288,834		2,928,288,834	2,367,285,747
2. Stocks (Schedule D):				
2.1 Preferred stocks	53,009,802		53,009,802	94,428,198
2.2 Common stocks	127,831,429		127,831,429	187,403,551
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	30,292,503		30,292,503	
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)				
4.2 Properties held for the production of income (less \$ 0 encumbrances)				
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 123,138,997, Schedule E - Part 1), cash equivalents (\$ 5,994,412, Schedule E - Part 2), and short-term investments (\$ 199,333,186, Schedule DA)	328,466,585		328,466,585	267,363,750
6. Contract loans (including \$ 0 premium notes)				
7. Other invested assets (Schedule BA)	79,524,945	1,008,000	78,516,945	34,583,608
8. Receivables for securities				285,260
9. Aggregate write-ins for invested assets				
10. Subtotals, cash and invested assets (Lines 1 to 9)	3,547,414,108	1,008,000	3,546,406,108	2,951,331,114
11. Title plants less \$ 0 charged off (for Title insurers only)				
12. Investment income due and accrued	38,227,938		38,227,938	34,037,369
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	69,778,861	9,557,566	60,221,355	280,278,446
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ (10,781,427) earned but unbilled premiums)	427,335,790	(265,343)	427,601,133	276,167,757
13.3 Accrued retrospective premiums	2,821,442	339,329	2,482,113	770,606
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	81,169,230		81,169,230	259,224,748
14.2 Funds held by or deposited with reinsured companies				118,512
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans				
16.1 Current federal and foreign income tax recoverable and interest thereon	12,325,682		12,325,682	16,991,688
16.2 Net deferred tax asset	184,744,700	51,590,460	133,154,300	101,838,820
17. Guaranty funds receivable or on deposit	2,814,086		2,814,086	2,570,849
18. Electronic data processing equipment and software	41,646,655	33,445,155	8,201,700	20,054,992
19. Furniture and equipment, including health care delivery assets (\$ 0)	69,893,505	69,893,505		
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	1,885,680	1,064	1,884,616	6,455,732
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	21,167,377	8,251,064	12,916,313	2,382,575
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	4,501,225,255	173,820,681	4,327,404,574	3,962,233,208
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	4,501,225,255	173,820,681	4,327,404,574	3,962,233,208

DETAILS OF WRITE-IN LINES				
0901.				
0902.				
0903.				
0998. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 9 above)				
2301. Other assets	8,945,422	8,251,064	694,358	2,382,575
2302. Cash Surrender Value Life Insurance	8,613,619		8,613,619	
2303. Equities and deposits in pools and associations	3,608,336		3,608,336	
2398. Summary of remaining write-ins for Line 23 from overflow page				
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	21,167,377	8,251,064	12,916,313	2,382,575

LIABILITIES, SURPLUS AND OTHER FUNDS

	1 Current Year	2 Prior Year
1. Losses (Part 2A, Line 35, Column 8)	1,426,845,322	1,279,500,807
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 6)	97,116,690	187,478,497
3. Loss adjustment expenses (Part 2A, Line 35, Column 9)	340,182,624	298,266,655
4. Commissions payable, contingent commissions and other similar charges	40,489,072	47,391,829
5. Other expenses (excluding taxes, licenses and fees)	48,066,199	85,460,564
6. Taxes, licenses and fees (excluding federal and foreign income taxes)	14,670,798	16,320,234
7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses))		
7.2 Net deferred tax liability		
8. Borrowed money \$ 0 and interest thereon \$ 0		
9. Unearned premiums (Part 1A, Line 38, Column 5) (after deducting unearned premiums for ceded reinsurance of \$ 792,191,590 and including warranty reserves of \$ 0)	699,372,386	699,660,984
10. Advance premium	4,978,188	10,473,801
11. Dividends declared and unpaid:		
11.1 Stockholders	1,290,476	2,154,985
11.2 Policyholders		
12. Ceded reinsurance premiums payable (net of ceding commissions)	122,040,162	325,514,565
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 19)		430,979
14. Amounts withheld or retained by company for account of others	(662,256)	6,237,273
15. Rentances and items not allocated		
16. Provision for reinsurance (Schedule F, Part 7)		177,819,584
17. Net adjustments in assets and liabilities due to foreign exchange rates		
18. Drafts outstanding	49,946,090	
19. Payable to parent, subsidiaries and affiliates	206,947,023	61,023,001
20. Payable for securities	10,907,516	
21. Liability for amounts held under uninsured plans		1,529,215
22. Capital notes \$ 0 and interest thereon \$ 0		
23. Aggregate write-ins for liabilities	121,302,113	15,334,697
24. Total liabilities excluding protected cell liabilities (Lines 1 through 23)	3,180,292,675	3,182,407,771
25. Protected cell liabilities		
26. Total liabilities (Lines 24 and 25)	3,180,292,675	3,182,407,771
27. Aggregate write-ins for special surplus funds	23,709,935	3,399,895
28. Common capital stock	5,000,000	5,000,000
29. Preferred capital stock		
30. Aggregate write-ins for other than special surplus funds		
31. Surplus notes		
32. Gross paid in and contributed surplus	346,118,108	346,118,108
33. Unassigned funds (surplus)	772,293,656	415,307,334
34. Less treasury stock, at cost:		
34.1 0 shares common (value included in Line 28 \$ 0)		
34.2 0 shares preferred (value included in Line 29 \$ 0)		
35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 39)	1,147,111,899	789,825,437
36. Totals (Page 2, Line 26, Col. 3)	4,327,404,574	3,952,233,208

DETAILS OF WRITE-IN LINES		
2301. Other liabilities	72,743,884	18,886,563
2302. Collateral held for securities loaned	21,713,248	
2303. Retroactive reinsurance reserves	13,690,406	(3,562,256)
2306. Summary of remaining write-ins for Line 23 from overflow page	13,154,575	
2399. Totals (Lines 2301 through 2303 plus 2306) (Line 23 above)	121,302,113	15,334,697
2701. SSAP/CR incremental change	20,679,658	
2702. Special surplus from retroactive reinsurance	3,030,276	3,399,895
2703. Summary of remaining write-ins for Line 27 from overflow page		
2799. Totals (Lines 2701 through 2703 plus 2702) (Line 27 above)	23,709,935	3,399,895
3001.		
3002.		
3003.		
3099. Summary of remaining write-ins for Line 30 from overflow page		
3099. Totals (Lines 3001 through 3003 plus 3099) (Line 30 above)		

State of Massachusetts

County of Suffolk

The officers of the reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, true and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related schedules and resolutions herein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and exclusive therefrom for the period stated, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures Manual issued to the extent they (1) state the true facts, or (2) set forth the true facts and regulations requires differences in reporting not material to assessing financial condition and solvency, according to the best of their information, knowledge and belief, respectively. Furthermore, the scope of this statement by the described officers also includes the related corresponding electronic filing with the NAIC, when needed, that is an exact copy (except for format differences) of the associated statement. The electronic filing may be requested by various regulators in lieu of or in addition to the electronic filing.

[Signature]
 (Signature)
 Gary Richard Gray
 (Printed Name)
 1
 President and Chief Executive Officer
 (Title)

[Signature]
 (Signature)
 Debra Robert Long
 (Printed Name)
 2
 Secretary
 (Title)

[Signature]
 (Signature)
 Michael Joseph Fallon
 (Printed Name)
 3
 Chief Financial Officer and Treasurer
 (Title)

Subscribed and sworn to (or affirmed) before me on this

1st day of February, 2010, by



a. Is this an original filing? [X] Yes [] No

b. If no: 1. State the amendment number:
 2. Date filed

3. Number of pages attached:

Bond Nos. Dragados: PRF09036752 (Zurich)/ 015032331 (Liberty)
Bond Nos. Tutor: 105524367 (Travelers) / 82060790 (Federal) / 6743260 (Safeco) /
09034789 (Zurich)

Appendix 10-B

Performance Bond

SR 99 Bored Tunnel Alternative Design-Build Project

[CONTRACT NO. 007999]

KNOW ALL MEN BY THESE PRESENTS, That the Washington State Department of Transportation, an agency of the State of Washington ("WSDOT"), and Seattle Tunnel Partners, a Joint Venture ("Design-Builder"), have entered into a Design-Build Contract ("the Contract") dated JAN 06 2011, 20__ for the SR 99 Tunnel Design-Builder Project (the "Project").

By virtue of this Performance Bond (the "Bond"), the Design-Builder as Principal (the "Principal") and Fidelity and Deposit Company of Maryland/Zurich American Insurance Company, , a corporation duly organized under the laws of the State of Maryland/New York and authorized to do business in the State of Washington, and Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Federal Insurance Company and Safeco Insurance Company of America , a corporation duly organized under the laws of the State of Massachusetts/Connecticut/Indiana/Washington and authorized to do business in the State of Washington (collectively "Co-Sureties"), are jointly and severally held and firmly bound unto WSDOT, as Obligee, in the penal sum of Five Hundred Million Dollars and 00/100 Dollars (\$500,000,000.00), lawful money of the United States of America, for the payment of which sum we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this Bond is such that:

WHEREAS, the Contract is incorporated by reference into this Bond; and all capitalized terms used but not defined herein to be as defined in the Contract (as applicable); and

WHEREAS, by the terms, conditions and provisions of the Contract, the Principal agreed to: (i) provide all design, labor, furnish all tools, materials and equipment for the Contract Work; (ii) pay all laborers, mechanics, subcontractors, agents and material men and all persons who shall supply the Principal with services, provisions and supplies for carrying out the Contract Work; and (iii) perform such other work as may be required by the specifications, drawings and other Contract Documents; and

WHEREAS, this Bond shall cover all of the Contract Work, including Contract Work ordered pursuant to Change Orders.

WHEREAS, the Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that Owner will have no obligation to deal with multiple sureties hereunder. All correspondence from Owner to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The Co-Sureties also agree to designate a single agent for service of process with respect to any actions on this Bond, which agent shall either be (a) a natural person or (b) a corporation qualified to act as an agent for service of process under Washington law. The designated representative and agent for service of process may be changed only by delivery of written

notice (by personal delivery or by certified mail, return receipt requested) to Owner designating a single new representative and/or agent, signed by all of the Co-Sureties. The initial representative shall be Zurich American Insurance Company, 1400 American Lane, Schaumburg, IL 60196, and the initial agent for service of process shall be AON Construction Services Group, 390 North Broadway, Jericho, NY 11753.

NOW, THEREFORE, if the Principal herein shall fully and faithfully observe and comply with all the terms, conditions and provisions of the Contract in all respects and shall fully and faithfully perform the Contract Work, including but not limited to the work to be performed by Principal respecting the Project prior to the date of this Bond and warranty obligations, according to law and the terms of the Contract Documents, and shall indemnify the State of Washington and WSDOT against any damages that shall be suffered or claimed arising out of the Principal's performance of the Contract, then this obligation to be void, otherwise to remain in full force and effect.

Signed this 29th day of December, 2010.

Seattle Tunnel Partners, a Joint Venture

Dragados USA, Inc.
PRINCIPAL (Design-Builder)

BY:

[Signature]

TITLE:

CFO

ADDRESS:

500 FIFTH AVE. 38th Floor. NEW YORK 10110, NY

Tutor Perini Corporation
PRINCIPAL (Design-Builder)

BY:

[Signature]

TITLE:

EVP CEO CIVIL GROUP

ADDRESS:

15901 OLDEN ST Sylmar, CA 91342

Fidelity and Deposit Company of Maryland
SURETY

BY:

[Signature]

TITLE:

Theresa J. Foley, Attorney-In-Fact

ADDRESS:

390 North Broadway, Jericho, NY 11753

Fernando
Gonzalez
←
Alcaniz
CFO

Zurich American Insurance Company
SURETY

BY: Theresa J. Foley

TITLE: Theresa J. Foley, Attorney-In-Fact

ADDRESS: 390 North Broadway, Jericho, NY 11753

Liberty Mutual Insurance Company
SURETY

BY: Theresa J. Foley

TITLE: Theresa J. Foley, Attorney-In-Fact

ADDRESS: 390 North Broadway, Jericho, NY 11753

Travelers Casualty and Surety Company of America
SURETY

BY: Theresa J. Foley

TITLE: Theresa J. Foley, Attorney-In-Fact

ADDRESS: 390 North Broadway, Jericho, NY 11753

Federal Insurance Company
SURETY

BY: Theresa J. Foley

TITLE: Theresa J. Foley, Attorney-In-Fact

ADDRESS: 390 North Broadway, Jericho, NY 11753

Safeco Insurance Company of America
SURETY

BY: Theresa J. Foley

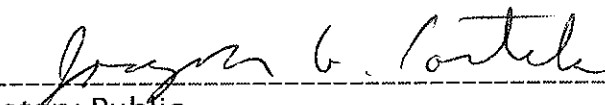
TITLE: Theresa J. Foley, Attorney-In-Fact

ADDRESS: 390 North Broadway, Jericho, NY 11753

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK)
COUNTY OF NEW YORK)

ON THE 30th DAY OF DECEMBER, 2010, BEFORE BE PERSONALLY CAME
FERNANDO GONZALEZ TO ME KNOWN,
WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT 500
FIFTH AVE., NEW YORK, NEW YORK 10016, THAT (S)HE IS
THE CEO OF **DRAGADOS USA, INC.**, THE
CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; AND
THAT (S)HE SIGNED HIS/HER NAME THERETO BY ORDER OF THE BOARD OF DIRECTORS
OF SAID CORPORATION.



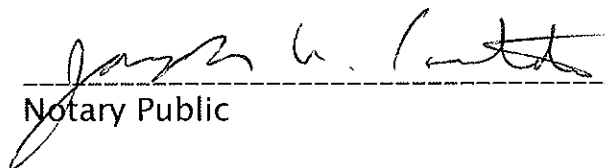
Notary Public

JOSEPH G. PORTELA
NOTARY PUBLIC, State of New York
No. 31-4946859
Qualified in New York County
Commission Expires February 6, 2011

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF New York ,)
COUNTY OF New York ,)

ON THE 3rd DAY OF JANUARY , 2010, BEFORE BE PERSONALLY CAME
JAMES FROST TO ME KNOWN,
WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT 15501
OLIVE ST., SYCAMO, CA 91342 , THAT (S)HE IS
THE CEO / CEO CHRISTOPHER OF **TUTOR PERINI CORPORATION**,
THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT;
AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY ORDER OF THE BOARD OF
DIRECTORS OF SAID CORPORATION.



Notary Public

JOSEPH G. PORTELA
NOTARY PUBLIC, State of New York
No. 31-4946859
Qualified in New York County
Commission Expires February 6, 2011

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK ,)
COUNTY OF NASSAU,)

ON THE 29TH DAY OF DECEMBER, 2010 , BEFORE ME PERSONALLY CAME THERESA J. FOLEY TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT NASSAU COUNTY, NY THAT (S)HE IS THE ATTORNEY-IN-FACT OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.



Notary Public

DENISE CUCURULLO
Notary Public, State Of New York
No. 01CU4783740
Qualified In Nassau County
Commission Expires September 30, 2013

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK ,)
COUNTY OF NASSAU,)

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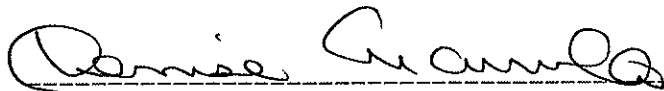
Notary Public

DENISE CUCURULLO
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No. 01CU4783740
Qualified In Nassau County
Commission Expires September 30, 20 13

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Commission Expires September 30, 2013

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COUNTY OF NASSAU,)

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No. 01CU4783740
Qualified In Nassau County
Commission Expires September 30, 20 13

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COUNTY OF NASSAU,)

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Notary Public

DENISE CUCURULLO
Notary Public, State Of New York
No. 01CU4783740
Qualified In Nassau County
Commission Expires September 30, 20 13

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **James E. MARRAN, JR, Daryl LAFORGE, David W. ROSEHILL, Vincent A. WALSH, Nancy SCHNEE, Theresa J. FOLEY, Fred NICHOLSON, Michael MARINO, Andrea E. GORBERT and Annette LEUSCHNER, all of Jericho, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of James E. MARRAN, JR, David W. ROSEHILL, Vincent A. WALSH, Nancy SCHNEE, Theresa J. FOLEY, Fern PERRY, Fred NICHOLSON, David A. GOLDSTEIN, Michael MARINO, Daryl LAFORGE, dated November 5, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of November, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

William J. Mills

Gregory E. Murray Assistant Secretary

By:

William J. Mills

William J. Mills Vice President

State of Maryland }
City of Baltimore } ss:

On this 12th day of November, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

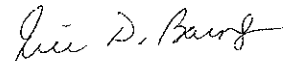
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

DEC 29 2010

this _____ day of _____, _____.



Assistant Secretary

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

3910 KESWICK ROAD, BALTIMORE, MD 21211-2226

Statement of Financial Condition

As Of December 31, 2009

ASSETS

Bonds	\$ 156,584,995
Stocks	22,537,672
Cash and Short Term Investments	9,719,598
Reinsurance Recoverable	9,347,241
Other Accounts Receivable	51,052,264
TOTAL ADMITTED ASSETS	<u>\$ 249,241,769</u>

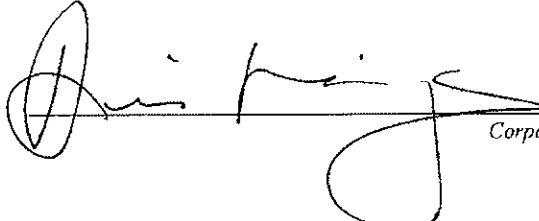
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 76,835
Ceded Reinsurance Premiums Payable	58,237,612
Securities Lending Collateral Liability	5,511,875
TOTAL LIABILITIES	<u>\$ 63,826,322</u>
Capital Stock, Paid Up	\$ 5,000,000
Surplus	<u>180,415,448</u>
Surplus as regards Policyholders	185,415,447
TOTAL	<u>\$ 249,241,769</u>

Securities carried at \$38,385,957 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2009 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$247,657,513 and surplus as regards policyholders \$186,999,703.

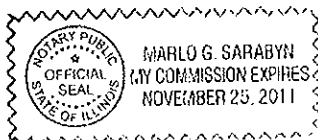
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2009.


Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2010.


Notary Public



ZURICH AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the ZURICH AMERICAN INSURANCE COMPANY, a corporation created by and existing under the laws of the State of New York does hereby nominate, constitute and appoint James E. MARRAN, JR, David W. ROSEHILL, Vincent A. WALSH, Nancy SCHNEE, Theresa J. FOLEY, Fern PERRY, Fred NICHOLSON, David A. GOLDSTEIN, Michael MARINO and Daryl LAFORGE, all of Jericho, New York, EACH its true and lawful Attorneys-In-Fact with power and authority hereby conferred to sign, seal, and execute in its behalf, during the period beginning with the date of issuance of this power, any and all bonds and undertakings, recognizances or other written obligations in the nature thereof, and to bind ZURICH AMERICAN INSURANCE COMPANY thereby, and all of the acts of said Attorney[s]-in-Fact pursuant to these presents are hereby ratified and confirmed. This Power of Attorney is made and executed pursuant to and by the authority of the following By-Law duly adopted by the Board of Directors of the Company which By-Law has not been amended or rescinded.

Article VI, Section 5. "...The President or a Vice President in a written instrument attested by a Secretary or an Assistant Secretary may appoint any person Attorney-In-Fact with authority to execute surety bonds on behalf of the Company and other formal underwriting contracts in reference thereto and reinsurance agreements relating to individual policies and bonds of all kinds and attach the corporate seal. Any such officers may revoke the powers granted to any Attorney-In-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY by unanimous consent in lieu of a special meeting dated December 15, 1998

" RESOLVED, that the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile on any Power of Attorney pursuant to Article VI, Section 5 of the By-Laws, and the signature of a Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power. Any such power or any certificate thereof with such facsimile signature and seal shall be valid and binding on the Company. Furthermore, such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the ZURICH AMERICAN INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this 5th day of November, A.D. 2008. This power of attorney revokes that issued on behalf of James E. MARRAN, JR, David W. ROSEHILL, Vincent A. WALSH, Nancy SCHNEE, Theresa J. FOLEY, Fern PERRY, Fred NICHOLSON, David A. GOLDSTEIN, Michael MARINO, William MARINO, dated November 4, 2008.



ZURICH AMERICAN INSURANCE COMPANY

Gerald F. Haley

Frank E. Martin Jr.

STATE OF MARYLAND }
CITY OF BALTIMORE }

ss: Gerald F. Haley

Secretary

By:

Frank E. Martin Jr.

Vice President

On the 5th day of November, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came the above named Vice President and Secretary of ZURICH AMERICAN INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same and being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their respective signature as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above.



Constancia A. Duran

Notary Public

My Commission Expires: July 14, 2011

This Power of Attorney limits the acts of those named therein to the bonds and undertaking specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

CERTIFICATE

I, the undersigned, a Secretary of the ZURICH AMERICAN INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that Article VI, Section 5 of the By-Laws of the Company and the Resolution of the Board of Directors set forth in said Power of Attorney are still in force.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed the seal of said Company

DEC 29 2010

the _____ day of _____

Gregory E. Murray

Gregory E. Murray

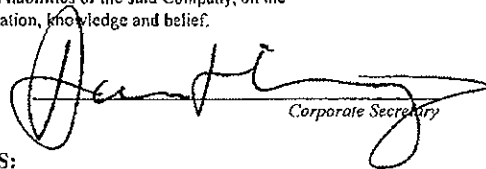
Secretary



ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006
As of December 31, 2009 and December 31, 2008

	12/31/2009	12/31/2008
<u>Assets</u>		
Bonds	\$ 18,856,255,156	\$ 18,080,264,654
Preferred Stock	983,952	70,077,341
Common Stock	2,414,799,006	2,523,871,473
Real Estate	-	25,457,836
Other Invested Assets	1,955,583,185	1,699,943,998
Short-term Investments	442,083,498	117,588,071
Receivable for securities	924,864	8,050,472
Cash and cash equivalents	81,175,295	66,140,854
Employee Trust for Deferred Compensation Plan	115,265,399	92,484,754
Total Cash and Invested Assets	\$ 23,867,070,354	\$ 22,683,879,453
Premiums Receivable	\$ 3,789,891,423	\$ 4,504,508,588
Funds Held with Reinsurers	17,543,464	18,761,471
Reinsurance Recoverable	334,417,233	859,700,252
Accrued Investment Income	153,168,265	149,763,601
Federal Income Tax Recoverable	938,076,547	583,896,990
Due from Affiliates	270,234,627	178,313,325
Other Assets	565,343,140	655,646,493
Total Assets	\$ 29,935,745,054	\$ 29,634,470,173
<u>Liabilities and Policyholders' Surplus</u>		
Liabilities:		
Loss and LAE Reserves	\$ 14,457,673,205	\$ 14,645,410,951
Unearned Premium Reserve	4,286,806,531	4,602,631,426
Funds Held with Reinsurers	249,802,186	248,918,770
Loss In Course of Payment	416,324,234	460,126,217
Commission Reserve	154,104,769	155,353,168
Federal Income Tax Payable	24,130,322	16,936,764
Remittances and Items Unallocated	152,534,594	135,262,884
Payable to parent, subs and affiliates	304,648,750	199,894,895
Provision for Reinsurance	74,859,513	95,167,954
Ceded Reinsurance Premiums Payable	62,782,469	605,799,518
Securities Lending Collateral Liability	328,068,754	102,593,522
Other Liabilities	2,006,859,109	2,126,543,703
Total Liabilities	\$ 22,518,594,436	\$ 23,394,639,772
Policyholders' Surplus:		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	1,883,000,000	1,883,000,000
Special Surplus Retroactive Reinsurance	101,720,000	73,761,000
Change in Net Deferred Tax Asset	348,814,703	-
Cumulative Unrealized Gain	(74,742,079)	(316,593,413)
Dividends Undeclared	-	222,129
Loss Portfolio Transfer Account	-	-
Unassigned Surplus	759,226,673	200,309,364
Total Policyholders' Surplus	\$ 7,417,150,618	\$ 6,239,830,401
Total Liabilities and Policyholders' Surplus	\$ 29,935,745,054	\$ 29,634,470,173

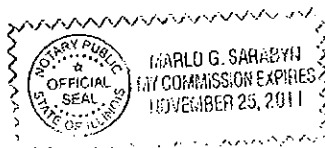
I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2009, according to the best of my information, knowledge and belief.

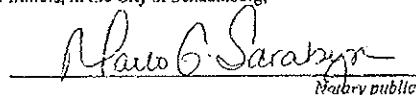

 Corporate Secretary

State of Illinois
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2010.




 Notary Public

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

WILLIAM A. MARINO, DAVID W. ROSEHILL, NANCY SCHNEE, VINCENT A. WALSH, FRED NICHOLSON, THERESA J. FOLEY, MICHAEL MARINO, JAMES E. MARRAN, JR., ANDREA E. SZELWACH, ANNETTE LEUSCHNER, ALL OF THE CITY OF JERICHO, STATE OF NEW YORK

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIVE HUNDRED MILLION AND 00/100 DOLLARS (\$ 500,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 21st day of June, 2010.

LIBERTY MUTUAL INSURANCE COMPANY



By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of June, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

DEC 29 2010

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this day of



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	Net Admitted Assets
1. Bonds (Schedule D)	11,425,766,895		11,425,766,895	11,057,669,501
2. Stocks (Schedule D):				
2.1 Preferred stocks	782,976,318		782,976,318	757,319,706
2.2 Common stocks	9,135,552,552		9,135,552,552	7,570,471,320
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	519,022,709		519,022,709	548,091,252
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)	337,179,530		337,179,530	425,989,166
4.2 Properties held for the production of income (less \$ 0 encumbrances)	978,262		978,262	1,039,992
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 399,502,555, Schedule E - Part 1), cash equivalents (\$ 82,179,054, Schedule E - Part 2), and short-term investments (\$ 352,650,853, Schedule DA)	824,332,462		824,332,462	1,349,305,516
6. Contract loans (including \$ 0 premium notes)				
7. Other invested assets (Schedule BA)	5,771,150,576	206,157	5,770,944,419	5,131,343,213
8. Receivables for securities	12,271,548		12,271,548	2,659,056
9. Aggregate write-ins for invested assets				
10. Subtotals, cash and invested assets (Lines 1 to 9)	28,609,230,652	206,157	28,609,024,695	26,844,088,712
11. Title plants less \$ 0 charged off (for Title insurers only)				
12. Investment income due and accrued	133,129,777		133,129,777	140,188,757
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	993,264,743	14,732,220	978,532,523	1,071,899,224
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 0 earned but unbilled premiums)	1,519,460,073		1,519,460,073	1,594,927,150
13.3 Accrued retrospective premiums	366,445,346	36,644,535	329,800,811	353,694,097
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	593,195,507		593,195,507	560,300,803
14.2 Funds held by or deposited with reinsured companies	13,527,020		13,527,020	17,294,633
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans	21,095	11,418	9,677	175,315
16.1 Current federal and foreign income tax recoverable and interest thereon	313,172,068		313,172,068	
16.2 Net deferred tax asset	1,188,251,090	164,925,490	1,023,325,600	846,790,256
17. Guaranty funds receivable or on deposit	33,248,467		33,248,467	32,559,328
18. Electronic data processing equipment and software	319,102,379	257,221,814	61,880,565	50,291,004
19. Furniture and equipment, including health care delivery assets (\$ 0)	126,014,225	126,014,225		
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	346,223,617	610	346,223,007	312,158,696
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	715,856,703	39,949,956	675,906,747	715,420,301
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	35,470,142,960	639,706,425	34,830,436,535	32,549,788,186
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	35,470,142,960	639,706,425	34,830,436,535	32,549,788,186

DETAILS OF WRITE-IN LINES				
0901.				
0902.				
0903.				
0998. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 9 above)				
2301. Cash Surrender Value Life Insurance	383,284,396		383,284,396	346,631,523
2302. Amounts receivable under high deductible policies	172,319,200	115,054	172,204,146	165,149,487
2303. Other assets	132,718,497	39,834,902	92,883,595	165,597,198
2398. Summary of remaining write-ins for Line 23 from overflow page	27,534,610		27,534,610	36,042,093
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	715,856,703	39,949,956	675,906,747	715,420,301

LIABILITIES, SURPLUS AND OTHER FUNDS

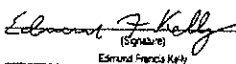
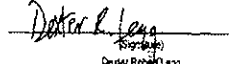
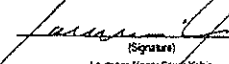
	1 Current Year	2 Prior Year
1. Losses (Part 2A, Line 35, Column 8)	12,580,697,955	12,604,675,356
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 5)	76,374,442	82,048,425
3. Loss adjustment expenses (Part 2A, Line 35, Column 9)	2,545,218,989	2,486,475,556
4. Commissions payable, contingent commissions and other similar charges	119,922,389	96,083,863
5. Other expenses (excluding taxes, licenses and fees)	234,922,784	390,823,555
6. Taxes, licenses and fees (excluding federal and foreign income taxes)	168,208,453	256,823,744
7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses))		36,105,135
7.2 Net deferred tax liability		
8. Borrowed money \$ 0 and interest thereon \$ 0		505,212
9. Unearned premiums (Part 1A, Line 38, Column 5) (after deducting unearned premiums for ceded reinsurance of \$ 2,135,447,190 and including warranty reserves of \$ 0)	3,293,042,606	3,320,119,872
10. Advance premium	43,887,917	60,912,854
11. Dividends declared and unpaid:		
11.1 Stockholders		1,135,856
11.2 Policyholders	1,800,778	
12. Ceded reinsurance premiums payable (net of ceding commissions)	717,199,249	650,465,345
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 19)	1,746,563,156	1,807,274,064
14. Amounts withheld or retained by company for account of others	555,667,197	455,703,129
15. Remittances and items not allocated		
16. Provision for reinsurance (Schedule F, Part 7)	69,876,165	73,967,801
17. Net adjustments in assets and liabilities due to foreign exchange rates		
18. Drafts outstanding	294,010,958	292,965,747
19. Payable to parent, subsidiaries and affiliates	35,060,380	72,875,912
20. Payable for accountees	59,521,615	15,487,672
21. Liability for amounts held under uninsured plans		
22. Capital notes \$ 0 and interest thereon \$ 0		
23. Aggregate write-ins for liabilities	(202,891,588)	(478,583,930)
24. Total liabilities excluding protected cell liabilities (Lines 1 through 23)	22,338,883,620	22,215,055,768
25. Protected cell liabilities		
26. Total liabilities (Lines 24 and 25)	22,338,883,620	22,215,055,768
27. Aggregate write-ins for special surplus funds	1,209,068,460	957,921,671
28. Common capital stock	10,000,000	10,000,000
29. Preferred capital stock		
30. Aggregate write-ins for other than special surplus funds	1,250,000	1,250,000
31. Surplus notes	795,347,694	892,074,890
32. Gross paid in and contributed surplus	6,435,272,283	6,335,272,283
33. Unassigned funds (surplus)	4,040,614,478	2,138,213,474
34. Less treasury stock, at cost:		
34.1 0 shares common (value included in Line 28 \$ 0)		
34.2 0 shares preferred (value included in Line 29 \$ 0)		
35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 39)	12,491,552,915	10,334,732,418
36. Totals (Page 2, Line 26, Col. 3)	34,830,436,535	32,549,768,188

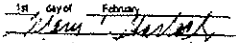
DETAILS OF WRITE-IN LINES		
2301. Amounts held under uninsured plans	651,634,174	581,997,189
2302. Other liabilities	410,875,388	424,947,976
2303. Collateral held for securities loaned	279,831,198	110,828,705
2396. Summary of remaining write-ins for Line 23 from overflow page	(1,545,032,349)	(1,596,357,800)
2399. Totals (Lines 2301 through 2303 plus 2396) (Line 23 above)	(202,891,588)	(478,583,930)
2701. Special surplus from retroactive reinsurance	957,221,554	957,921,671
2702. SSAP10R incremental change	241,346,806	
2703.		
2796. Summary of remaining write-ins for Line 27 from overflow page		
2799. Totals (Lines 2701 through 2703 plus 2796) (Line 27 above)	1,209,068,460	957,921,671
3001. Guaranty funds	1,250,000	1,250,000
3002.		
3003.		
3096. Summary of remaining write-ins for Line 30 from overflow page		
3099. Totals (Lines 3001 through 3003 plus 3096) (Line 30 above)	1,250,000	1,250,000

State of Massachusetts

County of Suffolk

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductibles therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ, or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their knowledge and belief, respectively. Furthermore, the scope of this attestation by the described officers also includes the related corresponding electronic filing with the NAIC, when required, that is in electronic copy (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in lieu of or in addition to the enclosed statement.

 (Signature) Edmund Francis Kelly (Printed Name) 1. Chairman of the Board, President & CEO (Title)	 (Signature) David Robert Sza (Printed Name) 2. Vice President & Secretary (Title)	 (Signature) Laurance Henry Soyes Yaffa (Printed Name) 3. Senior Vice President & Treasurer (Title)
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Subscribed and sworn to (or affirmed) before me on this
 1st day of February, 2010, by




a. Is this an original filing? [X] Yes [] No
 b. If no: 1. State the amendment number
 2. Date filed
 3. Number of pages attached



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223152

Certificate No. 004017822

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William A. Marino, David W. Rosehill, Nancy Schnee, Theresa J. Foley, Fred Nicholson, James E. Marran, Jr., Vincent A. Walsh, Michael Marino, Daryl LaForge, Matthew Kelly, Annette Leuschner, and Andrea E. Gorbett

of the City of Jericho, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of December, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 22nd day of December, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of **DEC 29 2010**, 20 _____.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2009

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 91,652,774	UNEARNED PREMIUMS	\$ 839,517,654
BONDS	3,673,398,648	LOSSES	898,279,087
INVESTMENT INCOME DUE AND ACCRUED	51,425,446	LOSS ADJUSTMENT EXPENSES	391,684,338
PREMIUM BALANCES	183,801,015	COMMISSIONS	34,630,506
NET DEFERRED TAX ASSET	72,285,733	TAXES, LICENSES AND FEES	59,474,472
REINSURANCE RECOVERABLE	4,839,080	OTHER EXPENSES	31,736,727
REINSURANCE RECEIVABLE INTERCOMPANY	247,774,291	FUNDS HELD UNDER REINSURANCE TREATIES	101,293,705
OTHER ASSETS	6,728,714	CURRENT FEDERAL AND FOREIGN INCOME TAXES	6,951,413
		REMITTANCES AND ITEMS NOT ALLOCATED	49,268,988
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	47,770,209
		RETROACTIVE REINSURANCE RESERVE	3,174,786
		POLICYHOLDER DIVIDENDS	8,829,721
		PROVISION FOR REINSURANCE	7,959,503
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(47,612,192)
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	60,750,201
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,222,861
		TOTAL LIABILITIES	\$ 2,494,857,039
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,396,864,901
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,836,848,661
TOTAL ASSETS	\$ 4,331,705,701	TOTAL LIABILITIES & SURPLUS	\$ 4,331,705,701

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2009.



Michael J. Doody
 SECOND VICE PRESIDENT

 NOTARY PUBLIC -- MY COMMISSION EXPIRES 11/30/2012

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 18th DAY OF APRIL, 2010



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint John P. Hyland, Matthew Kelly and Daryl LaForge of Warren, New Jersey and Theresa J. Foley, Annette Leuschner, William A. Marino, James E. Marran, Jr., Fred Nicholson, David W. Rosehill, Nancy Schnee, Andrea E. Szelwach and Vincent A. Walsh of Jericho, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of August, 2010.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 25th day of August, 2010 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

DEC 29 2010



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2009

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ 257,630	Outstanding Losses and Loss Expenses	\$ 11,900,150
United States Government, State and Municipal Bonds.....	11,077,454	Unearned Premiums.....	3,345,760
Other Bonds.....	4,042,056	Reinsurance Premiums Payable	322,875
Stocks	778,949	Provision for Reinsurance	79,993
Other Invested Assets.....	1,758,696	Other Liabilities.....	717,789
TOTAL INVESTMENTS.....	17,914,785	TOTAL LIABILITIES	16,366,567
Investments in Affiliates:		Special Surplus Funds.....	176,031
Chubb Investment Holdings, Inc.....	2,881,003	Capital Stock	20,980
Pacific Indemnity Company	2,200,172	Paid-In Surplus	3,106,809
Chubb Insurance Investment Holdings Ltd. ...	1,539,334	Unassigned Funds.....	11,017,701
Executive Risk Indemnity Inc.....	1,078,688		
CC Canada Holdings Ltd.....	607,555	SURPLUS TO POLICYHOLDERS.....	14,321,521
Great Northern Insurance Company	459,227		
Chubb European Investment Holdings SLP .	271,092		
Chubb Insurance Company of Australia ...	255,177		
Vigilant Insurance Company.....	176,625		
Other Affiliates	349,088		
Premiums Receivable	1,458,416	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	\$ 30,688,088
Other Assets	1,502,926		
TOTAL ADMITTED ASSETS	\$ 30,688,088		

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments valued at \$448,814,488 are deposited with government authorities as required by law.

State, County & City of New York, -- ss:

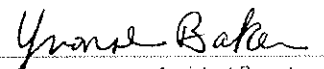
Yvonne Baker, Assistant Secretary of the Federal Insurance Company
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said
Federal Insurance Company on December 31, 2009 is true and correct and is a true abstract of the Annual Statement of said
Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2009.

Subscribed and sworn to before me

this December 29, 2010


DOROTHY M. BAKER
Notary Public

DOROTHY M. BAKER
Notary Public, State of New York
No. 31-4904994
Qualified in New York County
Commission Expires Sept. 14, 2013


Assistant Secretary

POWER OF ATTORNEY

No. 9980

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****THERESA J. FOLEY; DARYL LAFORGE; ANNETTE LEUSCHNER; WILLIAM A. MARINO; JAMES E. MARRAN JR.; MICHAEL MARINO; FRED NICHOLSON; DAVID W. ROSEHILL; NANCY SCHNEE; ANDREA E. SZELWACH; VINCENT A. WALSH: Jericho, NY*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 7th day of June, 2010

Dexter R. Legg

Timothy A. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out, (i) The provisions of Article V, Section 13 of the By-Laws, and (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and (iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this DEC 29 2010 day of



Dexter R. Legg

Dexter R. Legg, Secretary

ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	Net Admitted Assets
1. Bonds (Schedule D)	2,928,288,834		2,528,288,834	2,367,285,747
2. Stocks (Schedule D):				
2.1 Preferred stocks	53,009,802		53,009,802	94,426,198
2.2 Common stocks	127,831,429		127,831,429	187,403,551
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	30,292,503		30,292,503	
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)				
4.2 Properties held for the production of income (less \$ 0 encumbrances)				
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 123,138,957, Schedule E - Part 1), cash equivalents (\$ 5,394,412, Schedule E - Part 2), and short-term investments (\$ 199,333,186, Schedule DA)	328,466,595		328,466,595	267,363,750
6. Contract loans (including \$ 0 premium notes)				
7. Other invested assets (Schedule BA)	79,524,945	1,008,000	78,516,945	34,583,608
8. Receivables for securities				285,260
9. Aggregate write-ins for invested assets				
10. Subtotals, cash and invested assets (Lines 1 to 9)	3,547,414,108	1,008,000	3,546,406,108	2,951,331,114
11. Title plants less \$ 0 charged off (for Title insurers only)				
12. Investment income due and accrued	38,227,938		38,227,938	34,037,369
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	69,778,861	9,557,506	60,221,355	280,278,446
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ (10,781,427) earned but unbilled premiums)	427,335,790	(265,343)	427,601,133	276,167,757
13.3 Accrued retrospective premiums	2,821,442	339,329	2,482,113	770,606
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	81,169,230		81,169,230	259,224,748
14.2 Funds held by or deposited with reinsured companies				118,512
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans				
16.1 Current federal and foreign income tax recoverable and interest thereon	12,325,682		12,325,682	16,991,688
16.2 Net deferred tax asset	184,744,700	51,590,480	133,154,300	101,838,820
17. Guaranty funds receivable or on deposit				
18. Electronic data processing equipment and software	2,814,086		2,814,086	2,570,849
19. Furniture and equipment, including health care delivery assets (\$ 0)	69,893,506	69,893,506		20,064,952
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	1,865,680	1,064	1,884,616	6,455,732
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	21,167,377	8,251,064	12,916,313	2,382,575
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	4,501,225,255	173,820,681	4,327,404,574	3,952,233,208
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	4,501,225,255	173,820,681	4,327,404,574	3,952,233,208

DETAILS OF WRITE-IN LINES				
0901				
0902				
0903				
0998. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 9 above)				
2301. Other assets	8,945,422	8,251,064	694,358	2,382,575
2302. Cash Surrender Value Life Insurance	8,613,619		8,613,619	
2303. Equities and deposits in pools and associations	3,608,336		3,608,336	
2398. Summary of remaining write-ins for Line 23 from overflow page				
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	21,167,377	8,251,064	12,916,313	2,382,575

LIABILITIES, SURPLUS AND OTHER FUNDS

	1 Current Year	2 Prior Year
1. Losses (Part 2A, Line 35, Column 8)	1,428,845,322	1,279,500,807
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 6)	82,116,680	182,478,497
3. Loss adjustment expenses (Part 2A, Line 35, Column 9)	340,182,924	298,266,656
4. Commissions payable, contingent commissions and other similar charges	40,489,072	47,291,829
5. Other expenses (excluding losses, licenses and fees)	48,066,199	85,460,964
6. Taxes, licenses and fees (excluding federal and foreign income taxes)	14,570,796	16,320,234
7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses))		
7.2 Net deferred tax liability		
8. Borrowed money \$ 0 and interest thereon \$ 0		
9. Unearned premiums (Part 1A, Line 36, Column 5) (after deducting unearned premiums for ceded reinsurance of \$ 792,191,590 and including warranty reserves of \$ 0)	699,372,386	669,660,985
10. Advance premium	4,978,186	10,473,801
11. Dividends declared and unpaid:		
11.1 Stockholders		
11.2 Policyholders	1,290,476	2,164,985
12. Ceded reinsurance premiums payable (net of ceding commissions)	122,040,162	325,514,565
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 19)		430,979
14. Amounts withheld or retained by company for account of others	(662,256)	6,237,273
15. Remittances and items not allocated		
16. Provision for reinsurance (Schedule F, Part 7)		177,819,584
17. Net adjustments to assets and liabilities due to foreign exchange rates		
18. Drafts outstanding	49,946,080	
19. Payable to parent, subsidiaries and affiliates	206,947,023	61,023,001
20. Payable for securities	10,807,518	
21. Liability for amounts held under uninsured plans		1,529,215
22. Capital notes \$ 0 and interest thereon \$ 0		
23. Aggregate write-ins for liabilities	121,302,113	15,334,697
24. Total liabilities excluding protected cell liabilities (Lines 1 through 23)	3,180,292,675	3,182,407,771
25. Protected cell liabilities		
26. Total liabilities (Lines 24 and 25)	3,180,292,675	3,182,407,771
27. Aggregate write-ins for special surplus funds	23,709,935	3,399,895
28. Common capital stock	5,000,000	5,000,000
29. Preferred capital stock		
30. Aggregate write-ins for other than special surplus funds		
31. Surplus notes		
32. Gross paid in and contributed surplus	346,118,108	349,118,108
33. Unassigned funds (surplus)	777,283,656	415,307,334
34. Less treasury stock, at cost:		
34.1 0 shares common (value included in Line 28 \$ 0)		
34.2 0 shares preferred (value included in Line 28 \$ 0)		
35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 36)	1,147,111,899	789,825,437
36. Totals (Page 2, Line 26, Col. 3)	4,327,404,574	3,952,233,208

DETAILS OF WRITE-IN LINES		
2301. Other liabilities	72,743,884	18,896,953
2302. Collateral held for securities loaned	21,713,248	
2303. Retroactive reinsurance reserves	13,690,406	(3,562,256)
2398. Summary of remaining write-ins for Line 23 from overflow page	13,154,575	
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	121,302,113	15,334,697
2701. SSAP(DR) incremental change	20,670,659	
2702. Special surplus from retroactive reinsurance	3,039,276	3,399,895
2703.		
2798. Summary of remaining write-ins for Line 27 from overflow page		
2799. Totals (Lines 2701 through 2703 plus 2798) (Line 27 above)	23,709,935	3,399,895
3001.		
3002.		
3003.		
3098. Summary of remaining write-ins for Line 30 from overflow page		
3099. Totals (Lines 3001 through 3003 plus 3098) (Line 30 above)		

State of Massachusetts

County of Suffolk ss

The officers of the reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and enclosures herein contained, amended or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and disbursements for the period stated, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures Manual except to the extent that (1) stated line items differ or (2) that same rates or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, and to the best of their conscience. Furthermore, the scope of this statement by the described officers also includes the related corresponding electronic filing with the NAIC, when received, that is in exact copy hereto for forward to the relevant regulator(s) of the described statement. These reports being made as necessitated by various regulations in lieu of or in addition to the attached hereto.

[Signature]
 (Signature)
 Gary Richard Grigg
 (Printed Name)
 1.
 President and Chief Executive Officer
 (Title)

[Signature]
 (Signature)
 Deane Robert Long
 (Printed Name)
 2.
 Secretary
 (Title)

[Signature]
 (Signature)
 Michael Joseph Fallon
 (Printed Name)
 3.
 Chief Financial Officer and Treasurer
 (Title)

Subscribed and sworn to (or affirmed) before me on the

1st day of February, 2010, by

[Signature]



a. Is this an original filing? [X] Yes [] No
 b. If not: 1. State the amended number: _____
 2. Date filed: _____
 3. Number of pages attached: _____

1 **APPENDIX 11**

2 **Dispute Review Board**

3 **Scope of Work**

4 The Scope of Work of a Disputes Review Board (DRB) includes the following items of work:

5 DRB Consideration of Disputes or Claims: Upon request by either WSDOT or Design-Builder to
6 review a dispute, the DRB shall convene to review and consider the issue. Both WSDOT and
7 Design-Builder shall be given the opportunity to present their evidence at these meetings. The
8 time and location of DRB meetings shall be determined by WSDOT, Design-Builder, and the DRB.
9 It is expressly understood that the DRB members are to act impartially and independently in the
10 consideration of facts and conditions surrounding any written appeal presented by WSDOT or
11 Design-Builder and that the recommendations concerning any such appeal are advisory.

12 Procedures: Prior to any hearing involving a contract dispute, the DRB will meet with WSDOT and
13 Design-Builder to establish the rules and procedures that will govern the DRB's participation in the
14 Project as set forth in the Contract. In establishing the rules and procedures, the parties may
15 consider the Suggested Administrative Procedures included in this Appendix. The DRB may
16 establish any internal rules and procedures not covered in the Agreement with WSDOT and
17 Design-Builder. The DRB's recommendations resulting from its consideration of a dispute shall be
18 furnished in writing to WSDOT and Design-Builder. The recommendations shall be based on the
19 construction contract provisions and the facts and circumstances involved in the dispute.

20 Furnishing Documents: WSDOT shall furnish to the DRB three copies of the contract and other
21 documents which are or may become pertinent to the activities of the DRB. Design-Builder shall
22 furnish to the DRB three sets of documents which are or may become pertinent to the activities of
23 the DRB, except documents furnished by WSDOT.

24 Construction Site Visits: The DRB members shall visit the project site to keep abreast of
25 construction activities and to develop a familiarity of the work in progress. The frequency, exact
26 time, and duration of these visits shall be as mutually agreed between WSDOT, Design-Builder,
27 and the DRB.

28 **Suggested Administrative Procedures**

29 **Objective**

30 The principal objective of the DRB is to assist in the resolution of disputes which would otherwise
31 be likely submitted to litigation processes. If this objective is achieved, such disputes can be
32 resolved promptly, with minimum expense, and with minimum disruption to the administration and
33 performance of the work. It is not intended for WSDOT or Design-Builder to default on their
34 normal responsibility to amicably and fairly settle their differences by indiscriminately assigning
35 them to the DRB. It is intended that the mere existence of the DRB will encourage WSDOT and
36 Design-Builder to resolve potential disputes without resorting to this appeal procedure. But when a
37 dispute which is serious enough to warrant the DRB's review does develop, the machinery for
38 prompt and efficient action will already be in place.

39 **Responsibility of the DRB**

40 Render findings and recommendations on disputes between Design-Builder and WSDOT arising
41 from the construction contract. Primarily, the DRB will consider claims and disputes involving
42 interpretation of the Plans and Specifications, delays, acceleration of the work, scheduling,

1 classification of extra work, changed conditions, design changes, and the like. During its regular
2 visits to the job site, the DRB will encourage the settlement of differences at the job level.

3 The DRB will refrain from officially giving any advice or consultative services to either party. The
4 individual members will act in a completely independent manner and will have no consultative or
5 business connections with either party.

6 During routine meetings of the DRB as well as during formal hearings, DRB members should
7 refrain from expressing opinions on the merits of statements on matters under dispute or potential
8 dispute. Opinions of DRB members expressed in private sessions should be kept strictly
9 confidential.

10 **Regular Construction Progress Meetings**

11 All regular meetings will be held at or near the job site. The frequency of regular meetings will be
12 set by agreement of the DRB, WSDOT and Design-Builder, consistent with the construction
13 activities and the matters under consideration and dispute. Each meeting will consist of a round
14 table discussion and a field inspection of the work being performed on that contract. The round
15 table discussion will be conducted by a member of WSDOT's staff and will be attended by
16 selected personnel from WSDOT and Design-Builder. The agenda will generally be as follows:

17 *Meeting opened by Chairman of the DRB.*

18 *Remarks by WSDOT 's representative.*

19 *A description by Design-Builder of work accomplished since the last meeting, the current status of the work, schedule-*
20 *wise, and a forecast for the coming period.*

21 *An outline, by Design-Builder, of potential problems and a description.*

22 *An outline, by the WSDOT Engineer, of the status of the work as WSDOT's Engineer views it.*

23 *A brief description, by Design-Builder or WSDOT, of potential claims or disputes, which have surfaced since the last*
24 *meeting.*

25 *A summary, by Design-Builder, WSDOT or the DRB, of the status of past disputes and claims.*

26 WSDOT will prepare minutes of all regular meetings and circulate them for revision and approval
27 by all concerned.

28 The field inspection will cover all active segments of the work, the DRB being accompanied by
29 both WSDOT and Design-Builder personnel.

30 **Handling of Written Appeals**

31 When the DRB receives a written appeal, it shall first reach agreement with the parties on a time
32 to conduct the hearings. The decision shall be tempered by the desires and needs of WSDOT
33 and Design-Builder. If the matter is not urgent, it may be scheduled for the time of the next regular
34 visitation to the project. For an urgent matter, the DRB should meet at its earliest convenience.

35 The DRB may also request that written documentation concerning the dispute be sent to each
36 individual member for study before the hearing begins. A party furnishing any written
37 documentation to the DRB must furnish copies of such information to the other party before the
38 hearing begins in compliance with the Contract.

39 Normally, the hearings would be conducted at the job site. However, any location would be
40 satisfactory that would be more convenient and still provide all required facilities and access to the
41 necessary documentation. Private sessions of the DRB may also be held at a location other than
42 the job site.

1 WSDOT and Design-Builder shall have a representative at all hearings. The claimant will discuss
2 the dispute followed by the other party. Each party will then be allowed one or more rebuttals until
3 all aspects are thoroughly covered. Each time a person testifies, the DRB members may ask
4 questions, seek clarification, or request further data. The DRB may request from either party
5 documents or information that would assist the DRB in making its findings and recommendations,
6 including documents used by the Design-Builder in preparing the bid for this project. A refusal by
7 a party to provide information requested by the DRB may be considered by the DRB in making its
8 findings and recommendations. In large or complex issues, one or more additional hearings may
9 be necessary in order to consider all the evidence presented by both parties.

10 During open hearings, no DRB member should express an opinion concerning the merit of any
11 facet of the dispute. By the same token, all DRB deliberations should be conducted in private, with
12 all interim individual views kept strictly confidential.

13 After the hearings are concluded, the DRB shall meet in private and reach a conclusion supported
14 by two or more members. Its findings and recommendations, together with its reasons shall then
15 be submitted as a written report to both parties. The recommendations shall be based on the
16 pertinent contract provisions and facts and circumstances involved in the dispute. The DRB
17 should make every effort to reach a unanimous decision. If this proves impossible, the dissenting
18 member may prepare a minority report.

19 Although both parties should place weight upon the DRB's recommendations, they are not binding.
20 Either party may appeal a recommendation to the DRB for reconsideration. However, if the DRB's
21 recommendations do not resolve the dispute, all records, and written recommendations, including
22 any minority reports, may be admissible as evidence in any subsequent litigation.

23 **Miscellaneous**

24 It is not desirable to adopt hard and fast rules for the functioning of the DRB. The entire procedure
25 should be kept flexible so that it can adapt to changing situations. The DRB should initiate, with
26 the other parties' concurrence, new rules or modifications to old ones whenever this is deemed
27 necessary.

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APPENDIX 12

Designation of Initial Representatives

[to be inserted prior to execution]