Request for Qualifications and Proposed Approach
For General Contractor/Construction Manager Services

UNIVERSITY LINK LIGHT RAIL SYSTEMS
CONSTRUCTION CONTRACT U830

RFQ/PA No. RTA/LR 148-10

Volume 1 of 3
Request for Qualifications and Proposed Approach

JUNE 2011

THIS PROCUREMENT MAY BE SUBJECT TO ONE OR MORE FINANCIAL ASSISTANCE CONTRACTS BETWEEN SOUND TRANSIT AND THE U.S. DEPARTMENT OF TRANSPORTATION, WHICH INCORPORATE THE CURRENT FTA MASTER AGREEMENT AND CIRCULAR 4220.1E AS AMENDED. U.S. DEPARTMENT OF TRANSPORTATION'S LEVEL OF FINANCIAL ASSISTANCE MAY BE BETWEEN ZERO AND EIGHTY PERCENT (0-80%).
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1.0 – INTRODUCTION

A. Request for Qualifications and Proposed Approach: The Central Puget Sound Regional Transit Authority (Sound Transit) is requesting Statement of Qualifications and Proposed Approach (SOQ/PA) from qualified general contractors to provide General Contractor/Construction Manager (GC/CM) Services for the construction of the University Link Systems Project.

B. Use of GC/CM: Sound Transit will utilize the General Contractor/Construction Manager alternative Public Works contracting procedure authorized in RCW 39.10.210 and 39.10.340 through 39.10.410, as well as federal contracting requirements contained in Federal Transit Administration (FTA) Circular 4220.1F. Sound Transit’s use of the GC/CM process for this contract was approved on May 26, 2011 by the State of Washington’s Project Review Committee, a committee appointed by the Capital Projects Advisory Review Board.

C. Determination of Reasons for Using GC/CM: Sound Transit determined that GC/CM is the appropriate project delivery method for this contract based on the reasons listed below. Additional information about Sound Transit’s reasons for using the GC/CM process may be found in Sound Transit’s application to the Project Review Committee, available online at:
http://www.ga.wa.gov/CPARB/PRC/ProjectApplications/SoundTransit%20--
UniversityLinkSystems.pdf.

1. The construction schedule for this project is very complex.
2. The construction will require the signal, Overhead Catenary System, communications, network fiber and radio systems all tie into the existing system that is in daily operation.
3. The involvement of a GC/CM prior to the completion of final design is essential to complex coordination issues between the track / systems contract and its relation to the tunnel and station contracts for overall constructability issues.
4. The execution of the project will require a high degree of technical competence from the GC/CM and subcontractor disciplines in order to address the complexities of the project, meet schedule constraints, and maintain the budget.

D. Overview of GC/CM’s Role: Sound Transit seeks the services of a GC/CM to provide Sound Transit and its design and construction management consultant team, with expertise and experience that will assist in decision-making, constructability reviews, value engineering, budget control, cost estimating, and schedule control. The GC/CM shall ensure that the design allows for economical and efficient methods of construction with minimal disruption. It is also essential that the work is coordinated with other construction activities at the site. Sound Transit intends to select a GC/CM who can best provide the services needed to achieve these goals.

E. Selection Process: The GC/CM selection process has multiple steps. The first step consists of submission and evaluation of the SOQ/PA in accordance with the criteria set forth in this Request for Qualifications and Proposed Approach (RFQ/PA). Based on the evaluation of the SOQ/PA, Sound Transit will establish a list of the most qualified finalists to participate in interviews and issue a Request for Final Proposals (RFFP).
Finalist firms issued the RFFP will be asked to complete and submit the Final Proposal Form that will include:

1. **The GC/CM Fixed Percentage Fee multiplied by the estimated Maximum Allowable Construction Cost shown on the Final Proposal Form.**

   After the Maximum Allowable Construction Cost (MACC) has been negotiated, the GC/CM Fixed Percentage Fee amount to be included in the GC/CM Construction Contract will be established by the following formula:

   $$(\text{GC/CM Fixed Percentage Fee}) \times (\text{Negotiated MACC}) = \text{GC/CM Fee Amount}$$

   The GC/CM Fixed Percentage Fee is fixed for the duration of the GC/CM Construction Contract and cannot be changed. Revisions to the MACC because of change orders to the GC/CM Construction Contract will determine the Actual GC/CM Fee Amount paid based on the terms of the General Conditions.

2. **A fixed lump sum amount for Specified General Conditions work.**

   The Final Proposal Form with the lowest sum total amount of the GC/CM Fee amount and the fixed lump sum amount for General Conditions shall score the full 200 points. Final Proposal Forms containing higher sum total amounts will be scored proportionally lower.

   Sound Transit will select the firm with the highest total score based on the SOQ/PAs, Interview, and Final Proposal Forms to enter into Preconstruction Services negotiations and MACC negotiations.

F. **Preconstruction Services Contract:** Sound Transit intends to execute a Preconstruction Services Contract with the selected GC/CM. The Preconstruction Services Contract will be negotiated based on the draft contract and scope of work included in Attachments C and D.

G. **Negotiation of MACC:** Sound Transit anticipates that at or near the completion of preconstruction activities, but no earlier than 90% of completion of construction documents as required by RCW 39.10.370, the GC/CM and Sound Transit will enter into negotiations for a Maximum Allowable Construction Cost (MACC). Upon agreement on the MACC, a GC/CM Construction Contract will be executed for Construction Services.

H. **Unsuccessful MACC Negotiation:** If agreement on the MACC cannot be reached, Sound Transit may cancel negotiations, terminate the Preconstruction Services Contract with the GC/CM, and pursue other available means for the performance of the work as may be in Sound Transit’s best interests.

I. **Cost of Responding to RFQ/PA and RFFP:** All costs incurred by firms choosing to participate in this RFQ/PA and RFFP process shall be borne by the proposing firms.

J. **Questions:** All inquiries concerning this solicitation shall be directed only to David A. Christianson, Senior Construction Contract Specialist at (206) 398-5137, or by e-mail to david.christianson@soundtransit.org. Questions must be submitted in writing and all Sound Transit responses will be in writing. It is recommended that Attachment E – Request for Information (RFI) Form be utilized when submitting questions. Communications with Sound Transit officials other than the Construction Contracts Specialist listed above may subject the firm involved to disqualification. Oral communications are not binding on the parties.

K. **Pre-Proposal Meeting:** A Pre-Proposal meeting will be held to discuss proposal requirements, provide additional information, respond to questions, and encourage networking with other interested firms. This meeting will be held at the time and location noted in the Schedule section of this RFQ/PA.
L. **Site Visit** - Interested firms are invited to attend the Site Visit, which will be held following the conclusion of the Pre-Proposal Conference. The Site Visit and tour will include a walk through and orientation of the site(s). Sound Transit will charter a bus to transport attendees to and from the site(s). Attendees shall provide their own Personal Protection Equipment (PPE).

### 2.0 – PROJECT DESCRIPTION

#### A. Summary:

The University Link (U-Link) project consists of approximately 3.15 miles of double-track Light Rail Transit (LRT) line between the east end of Pine Street Stub Tunnel in Downtown Seattle and new stations at Capitol Hill and the University of Washington. The U-Link Light Rail Transit (LRT) line is routed in an underground configuration with two bored tunnels and two cut-and-cover stations: one at Capitol Hill and one at the University of Washington campus near Husky Stadium.

The University Link Systems project is responsible for the installation of Track, Signaling, Traction Power Substations, Overhead Catenary System and Communications Systems for the University Link Extension. The project also includes replacement of Communication System elements across the Initial Segment and Airport Link line with minimal to no disruption to passenger service operations.

The Systems Contractors will be working in both an active railroad environment as well as a controlled tunnel construction environment. There are two tunnel station contracts that will be under construction throughout the Systems Construction Phase. The Systems Contractor will take responsibility of the Tunnel Sections from the Tunnel Contractor at conclusion of the Tunnel Contractor’s work.

Both the active railroad and the tunnel construction environment will require extensive coordination with adjacent work activities.

The active railroad must remain operational to the extent possible and any cut-over of new systems must be performed after operating service is complete or through a weekend shut-down. Keep in mind that it is the intent of Sound Transit to maintain passenger service in accordance with published schedules.

The tunnel construction environment work has limited access from the surface with primary access obtained through the two station contractors. Extensive coordination is required during the installation of the track as well as later when the Systems contractor is working in the station while the civil contractor is completing the station civil features. The U830 Contractor will have primary control of the Tunnel Sections and will coordinate access with the U835 Electromagnetic Interference (EMI) and Vibration Monitoring System Contractor and the U860 Network Contractor as required to complete all track and systems element installations.

#### B. Major Work Elements to be performed under the U-Link Systems Contract include:

1. Furnish, install, test, and commission the traction electrification, signals systems, track, and radio system between the Pine Street Stub Tunnel and the University of Washington Station for the University Link project.

2. Furnish, install, test and commission communication and SCADA equipment at the Link Control Center, Operations Maintenance Facility, University of Washington Station, and Capitol Hill Station including applicable station tunnel cross-passages for the University Link project and modification and retrofit of the existing communications system on the Central and Airport Link.
3. Design, furnish, install, commission, and test a control system for the Link Emergency Ventilation System (EVS). Provide interface at the Link Control Center, Downtown Seattle Transit Tunnel, the Operations and Maintenance Facility, Beacon Hill Station, and the University Link Capitol Hill Station and University of Washington Station.

4. Furnish and install all trackwork and special trackwork elements which will include rail, ties, rail fasteners, concrete plinths, and noise/vibration dampening elements for the University Link project between the Pine Street Stub Tunnel and the northern end of the University of Washington Station. The contract scope also includes one diamond crossover located south of the UW Station.

5. Removal of Demising Wall at conclusion of U-Link Construction.

C. Project Goals:

1. Seamless interaction with the U-Link civil contractors as the U830 project is delivered.

2. Satisfactory access for all contractors is granted to allow for optimal installation of each element through coordinated effort to address issues of access in various locations.

3. Minimal operational impacts to the existing system to reduce or even eliminate impact to the riding public as tie-in and retro-fitting of the existing system transpires through diligent interaction with Sound Transit and King County Operations Departments.

4. Verify, test, and receive approval that all systems elements meet City codes and requirements stipulated in third party agreements though coordinated effort with third parties, including City of Seattle, Seattle Fire Department and the University of Washington.

D. Project Cost and Schedule:

1. The estimated Maximum Allowable Construction Cost of the U-Link Systems Contract is $89 Million (Year of Expenditure dollars).

2. Construction on the U-Link Systems Contract is scheduled to begin in March 2013. Construction must be substantially complete in 1,151 days following Notice to Proceed.

E. Other Project Team Members:

Designer: LTK Consulting Services, Inc.

Construction Management: Hatch Mott McDonald

Proposers shall not directly contact members of the project team and direct all questions to the Sound Transit point of contact identified in Section 1.0.J.

F. Other Considerations:

1. The safety of the general public and construction personnel and the security of the construction site are of highest importance to Sound Transit and will be a continuous point of focus throughout the project.

2. GC/CM will need to coordinate work with other ongoing Sound Transit work to include:

   a. Contract U220, includes approximately 11,400-foot long segmentally lined twin-bored tunnels between University of Washington Stations and Capitol Hill
Station and civil and structural work for the University of Washington Station. Construction completion expected third quarter 2013.

b. Contract U230, includes approximately 6,300-foot long segmentally lined twin-bored tunnels and cross passages between Capitol Hill Station and Pine Street Stub Tunnel, and all civil and structural work for Capitol Hill Station and TBM Retrieval Shaft at Pine Street. Construction completion expected first quarter 2013.

c. Contract U240, includes Capitol Hill Station finishes work, including elevators/escalators, electrical, mechanical, pedestrian/bike/van/bus access, and excavation, ground support and finishes. Work for the pedestrian tunnel under Broadway and the west entrance. Final reinstatement and landscaping, utilities, and stormwater facilities. Scheduled to start construction first quarter 2013 and completion expected first quarter 2015.

d. Contract U835, Electromagnetic Interference (EMI) and Vibration Monitoring System, includes furnishing, installing, operating and maintaining a proof-of-concept system capable of monitoring Light Rail Vehicle – induced vibration, electromagnetic interference levels, and wheel flats. The system shall utilize EMI and vibration sensors, trackside terminals or cabinets, self-contained central control unit with signal processor and data analysis software, local and central monitoring capabilities at the LCC. Scheduled to start construction second quarter 2014 and completion expected first quarter 2017.

e. Contract U860, Network includes furnishing, installation, testing and commissioning the fiber optic backbone and network equipment between Airport Station, Link Control Center and Pine Street Stub Tunnel. Scheduled to start construction fourth quarter 2011 and completion expected fourth quarter 2015.

G. Documents: The following documents (Volumes) comprise the RFQ/PA and are available for review and use by Proposers at the Sound Transit website: www.soundtransit.ebidsystems.com. These provide current information on the project and special requirements applicable to the project, but are subject to modifications, updates, and additions when the RFFP is issued. If Proposers are not able to access this information, please contact David A. Christianson, Senior Construction Contracts Specialist at (206) 398-5137 or by e-mail to david.christianson@soundtransit.org.

Volume 1:

a. RFQ/PA
b. GC/CM Cost Allocation Matrix
c. RFFP and Final Proposal Form
d. Pre-Construction Agreement (Draft)
e. Pre-Construction Services Statement of Work (Draft)
f. Request for Information Form
g. General Requirements (Samples)
   1. GC/CM Construction Contract Form (Sample)
   2. General Conditions (Sample)
   3. Special Conditions (Sample)
4. Diversity Program Provisions (Sample)
5. Owner Controlled Insurance Program (Sample)
6. Labor Compliance Manual (Sample)

Volume 2:
- Specifications (Draft)

Volume 3:
- Drawings (Draft)

### 3.0 – SCHEDULE

The following is the current schedule for the selection, contracting, and construction for the Project. Sound Transit reserves the right to modify the schedule as circumstances may warrant. Dates may be different in the Request for Final Proposals (RFFP).

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 28, 2011</td>
<td>First Public Advertisement of Request for Proposals in Seattle Daily Journal of Commerce newspaper, on Sound Transit’s website, and on <a href="http://www.soundtransit.ebidsystems.com">www.soundtransit.ebidsystems.com</a></td>
</tr>
<tr>
<td>July 5, 2011</td>
<td>Second Public Advertisement of Request for Proposals in Seattle Daily Journal of Commerce newspaper, on Sound Transit’s website, and on <a href="http://www.soundtransit.ebidsystems.com">www.soundtransit.ebidsystems.com</a></td>
</tr>
<tr>
<td>July 12, 2011</td>
<td>Pre-Proposal Meeting and Site Visit at 11:00 a.m., Sound Transit’s Ruth Fisher Board Room, 401 South Jackson Street, Seattle, Washington</td>
</tr>
<tr>
<td>July 15, 2011</td>
<td>Last day, by 4:00 p.m. (local time), to submit Requests for Information and/or Questions</td>
</tr>
<tr>
<td>August 2, 2011</td>
<td>Proposals Due (on or before 2:00 p.m. local time) at Sound Transit, 401 S. Jackson St., Seattle, WA 98104</td>
</tr>
<tr>
<td>August 11, 2011</td>
<td>Evaluation of Proposals completed</td>
</tr>
<tr>
<td>August 15, 2011</td>
<td>Short-listed firms notified of interviews and Issue Request for Final Proposal</td>
</tr>
<tr>
<td>August 15, 2011</td>
<td>Notification to unsuccessful firms</td>
</tr>
<tr>
<td>August 30, 2011</td>
<td>Interviews with short-listed firms</td>
</tr>
<tr>
<td>August 31, 2011</td>
<td>Final Proposals due from short-listed firms and public opening and identification of highest ranked proposal.</td>
</tr>
<tr>
<td>September 2, 2011</td>
<td>Commence Preconstruction Services negotiations</td>
</tr>
<tr>
<td>October 2011</td>
<td>Approval of Award of Preconstruction Services Contract</td>
</tr>
<tr>
<td>October 2011</td>
<td>Preconstruction Services NTP</td>
</tr>
</tbody>
</table>
### 4.0 – SCOPE OF GC/CM SERVICES

The GC/CM is involved in two distinct stages of project delivery. Initially the GC/CM provides Preconstruction Services and later Construction services as detailed below:

**A. Preconstruction Services:** The GC/CM will work collaboratively with Sound Transit and its design and construction management consultants as a member of the project team to review significant aspects of the project. The Preconstruction Services will be performed over a period of approximately 11 months. The GC/CM will develop recommendations regarding means and methods, safety and security, schedules, coordination of the work, potential cost saving measures, contract packaging, and other issues related to constructability and avoidance/mitigation of project risks. The GC/CM shall provide necessary consulting expertise to Sound Transit to ensure that the program scope is maximized and the construction budget and the Project schedule are met. Upon completion of Preconstruction Services, but no earlier than completion of 90% of the construction documents, the GC/CM and Sound Transit will enter into negotiations for the MACC.

The draft scope of work for Preconstruction Services is included in Attachment D to this RFQ/PA.

**B. Construction Services:** If a MACC is agreed upon and a GC/CM Construction Contract is entered into between Sound Transit and the GC/CM, the GC/CM shall provide full general contracting services for construction of the Project in accordance with the requirements of the Contract Documents and RCW 39.10.340 through 39.10.410, except to the extent work is specifically indicated in the Contract Documents to be the responsibility of others. If for any reason Sound Transit and the selected contractor do not enter into a GC/CM Construction Contract, the contractor shall have no recourse whatsoever against Sound Transit for such failure to enter into a construction contract.

### 5.0 – SELECTION AND AWARD PROCESS

The procurement of these GC/CM services will be in accordance with Sound Transit and other applicable federal, state, and local laws, regulations, and procedures. Sound Transit is contracting for GC/CM services in accordance with the process authorized by RCW 39.10.210 and RCW 39.10.340 through 39.10.410 and FTA C 4220.1F.

The process for selection of the GC/CM Contractor for preconstruction and construction services is as follows:

**A. RFQ/PA Documents:** The RFQ/PA and related documents may be downloaded and ordered from www.soundtransit.ebidsystems.com. Although solicitation documents may also be available at your local plan center, Proposers who download and order documents on the www.soundtransit.ebidsystems.com will be registered holders of the solicitation.
documents and will automatically receive notices related to the procurement including meeting notices and any addenda.

B. **Submittal of Proposals:** Firms interested in this GC/CM project may submit a Statement of Qualifications and Proposed Approach Proposals (SOQ/PA Proposals) in accordance with the requirements set forth in this Request for Qualifications and Proposed Approach for GC/CM Services. All Proposers must be registered with the Washington State Department of Labor and Industries in accordance with RCW 18.27.020.

C. **Evaluation of Proposals:** The first step in the selection process will consist of evaluation of the Proposals received in response to this RFQ/PA and in accordance with the evaluation criteria set forth in this RFQ/PA. Based on the evaluation of the Proposals, Sound Transit will establish a list of the most qualified finalists to participate in interviews and receive a Request for Final Proposals (RFFP).

D. **Interviews:** The second step in the selection process will consist of an interview to which the shortlisted proposers will be invited.

E. **Final Proposals:** The third step in the selection process will consist of submittal of Final Proposals. After the evaluation of the SOQ/PA Proposals, firms shortlisted will be provided with a Request for Final Proposals (RFFP) (Attachment B) that will provide details on the form, format, and other details of Final Proposals to be submitted. These firms will be requested to submit a Final Proposal for a GC/CM Fee Amount that will be calculated based on the proposed GC/CM Fixed Percentage Fee the Proposer will offer, multiplied by the estimated MACC and a fixed amount for the detailed Specified General Conditions Work.

1. The Final Proposal will be scored in accordance with the scoring criteria in the RFQ/PA (section 10 below) and RFFP. These scores will be added to the original Proposal and Interview scores. The Proposer with the highest total score based on the selection committee’s evaluation of the original Proposal, Interview and Final Proposal scores will enter into Preconstruction Services Contract negotiations with Sound Transit for Preconstruction Services.

2. If the Proposer fails to agree to enter into a Preconstruction Services Contract with Sound Transit within fourteen (14) calendar days of Sound Transit’s notification, Sound Transit may select the next highest ranked firm for entering into a Preconstruction Services Contract.

3. A copy of Sound Transit’s draft Scope of Work for Preconstruction Services is included in Attachment D of this RFQ/PA.

F. **Start of MACC Negotiations:** It is anticipated that MACC negotiations will occur at the conclusion of the GC/CM providing Preconstruction Services, or, in compliance with RCW 39.10.370.

G. **Completion of MACC Negotiations:** MACC negotiations will take place prior to execution of the GC/CM Construction Contract. MACC negotiations shall be completed within 60 days of the receipt of the Contractor’s MACC estimate. The Contractor’s MACC estimate shall be completed no later than 30 days from receipt of the construction documents to be used for MACC negotiations. Contractor shall not be reimbursed for the MACC negotiations. Following successful negotiation of the MACC, Sound Transit will finalize the GC/CM Construction Contract and request approval of the Sound Transit Board to enter into a contract.

H. **Failure to Negotiate MACC:** Should the GC/CM and Sound Transit not agree on a satisfactory MACC, Sound Transit may terminate the negotiations and begin negotiations with the next highest ranked firm, or pursue other available means for the performance of the work as may be in Sound Transit’s best interests. Should Sound Transit choose to
cancel the negotiations due to failure to successfully negotiate a MACC, such cancellation will be effective upon acknowledgement of receipt of written notification to the Contractor. If for any reason Sound Transit and the selected contractor do not enter into a GC/CM Construction Contract after contractor’s performance of the preconstruction services, the contractor shall have no recourse whatsoever against Sound Transit for such failure to enter into a GC/CM Construction Contract.

I. Compliance with RFQ/PA and RFP: Failure by a Proposer to comply with the requirements of this RFQ/PA or RFP may result in Sound Transit declaring the Proposal or Final Proposal non-responsive. Sound Transit reserves the right to reject any or all Proposals, and to waive as informality any non-material irregularities in the SOQ/PAs received.

6.0 – REQUEST FOR INFORMATION AND ISSUANCE OF ADDENDA

A. Requests for Information (RFI): After complete review of the solicitation documents, if a Proposer has questions or needs clarification of the solicitation documents, the Proposer shall submit a written RFI by mail or online through Sound Transit’s contracting opportunities web site. Inquiries shall reference the appropriate section and paragraph number of the solicitation documents.

B. RFI Submittal: RFIs may be submitted by email or facsimile to Sound Transit, to the attention of the Contracts Specialist identified in Section 1.0.J, or through the "Ask Question" link for this Solicitation at www.soundtransit.ebidsystems.com. If the Proposer does not utilize the “Ask Question” link for this Solicitation, it is recommended that Attachment E – Request for Information (RFI) Form be utilized when submitting questions. Questions must be received by Sound Transit no later than the date specified in Section 3.0 – Schedule of this RFQ/PA.

C. Addenda Response to RFIs: Sound Transit will provide answers to RFIs only via Addenda or a formal written Clarification, which shall be provided to all registered holders of the solicitation document at www.soundtransit.ebidsystems.com. Only questions answered by formal written addenda shall be binding. Oral interpretations shall be without legal effect.

1. Addenda May Be Issued: In the event it becomes necessary to revise any part of this RFQ/PA, addenda will be provided to all firms who received or requested this RFQ/PA document from Sound Transit. If addenda are issued, the time and date set for submittal of Proposals may be changed by Sound Transit to enable Proposers to take into account the addenda in preparing their Proposal. It is the Proposer’s responsibility to ensure it has received all addenda by checking the solicitation at www.soundtransit.ebidsystems.com.

2. Other Provisions Unchanged: If an addendum is issued amending this RFQ/PA, all provisions that are not modified remain unchanged.

3. Acknowledgement of Addenda: Proposers shall acknowledge all addenda to this RFQ/PA by acknowledging in RFQ/PA Form 1, Signature Page and Statement of Qualifications, submitted with the Proposal, the number of addenda. Failure to acknowledge addenda may result in Sound Transit declaring the Proposal or Final Proposal non-responsive.

7.0 – PROPOSAL SUBMITTAL REQUIREMENTS

A. Submittal Requirements: One original (unbound), ten (10) bound copies and one (1) electronic copy of the Proposal on a compact disk (CD) containing the information required by this RFQ/PA shall be submitted. Proposals must be submitted on or before the date
and time specified in Section 3.0 - Schedule of this RFQ/PA, to the following
address:

   Attn:  David A. Christianson, Senior Construction Contracts Specialist
   Sound Transit Procurement and Contracts Division
   401 South Jackson Street
   Seattle, Washington 98104-2826

B. Conflicts: In the event of any conflicts between the hard copy and electronic CD copy, the
original hard copy will prevail.

C. Late Proposals: Proposals will not be accepted by Sound Transit after the date and time
specified. In the event that a Proposal package is delivered after the time specified, the
Proposal will not be accepted and will be returned unopened to the Proposer. Sound
Transit will not be liable for delays in delivery of Proposals to the Contracts Specialist due
to handling by the U.S. Postal Service, or any other type of delivery service.

D. Only Hard Copy Submittals: No oral, FAX, electronic (e.g. e-mail), telegraphic or
telephonic Proposals or subsequent modifications to such Proposals will be considered
except as specified herein.

E. Packaging of Proposals: Proposals shall be submitted in a sealed box or envelope that is
labeled with the Proposer’s name and identified as containing a Proposal responding to
“Sound Transit’s Request for Proposals for General Contractor/Construction
Manager Services for the U-Link Systems Contract (U830), RFQ/PA No. RTA/LR 148-10.”
Boxes or packages used to deliver Proposals to Sound Transit shall weigh no more
than approximately 25 pounds per box or package.

F. Reviewing Proposals: Sound Transit will make such reviews and investigations, as it
considers necessary and appropriate for evaluation of the Proposals. Approval and award
of a Preconstruction Services Contract and GC/CM Construction Contract will be made
pursuant to Sound Transit policies.

G. Clear and Responsive Proposals: Sound Transit has made every effort to include enough
information within this RFQ/PA for a firm to prepare a responsive Proposal. Proposers are
encouraged to submit the most comprehensive and competitive information possible.
Proposals that do not respond completely or sufficiently to the evaluation criteria in this
RFQ/PA may be rejected as non-responsive, or will receive correspondingly lower scores
for those criteria, which may result in the Proposal not scoring high enough to be
considered further.

**8.0 – CONTENTS OF PROPOSAL / EVALUATION CRITERIA**

Firms shall submit Proposals meeting the following content requirements. Sound Transit
reserves the right to request additional information from Proposers.

A. General Proposal Format: Proposals must address each of the evaluation criteria set forth
below in a clear, comprehensive, and concise manner and in the format prescribed below.
In order for Sound Transit to adequately compare and evaluate qualifications objectively, all
Proposals must be submitted in accordance with the following format in terms of order,
should be clearly separated with tabs, and labeled by response. The Proposal should be
prepared simply and economically, providing straightforward and concise information that
will enable the selection committee to quickly access pertinent information. Proposals
should avoid duplication of information presented in the Proposal. Non-recyclable materials
are strongly discouraged. Double-sided printing is strongly encouraged. The Proposals
shall be organized as follows:

   Letter of Interest
1. Qualifications of the Proposer
2. Qualifications of the Proposer’s Key Personnel
3. Past Performance of the Proposer
4. Proposer’s Approach to Executing the Project
5. Outreach Efforts and Commitment to Small Businesses, Disadvantaged Business Enterprises (DBEs), and Equal Employment Opportunity (EEO)

Appendix
A. Proposal Forms
B. Resumes

All proposals shall be bound in an 8 ½” by 11” format. Proposers may use 11” by 17” format for the Organizational Chart Proposal and any other figures, drawing or tables used in responding to the RFQ/PA requirements. All 11” by 17” pages must be folded and bound in the Proposal.

For the purpose of page limitations of the Proposal outlined in this RFQ/PA, one side of a printed page is considered one page. Information requested to be included in the Appendix is not included in Proposal Section 1 through 5 page limitations.

B. Letter of Interest: The Proposer shall include a Letter of Interest with the Proposal not to exceed two (2) pages. The Letter of Interest is not an element of the Evaluation Criteria. The Letter of Interest should include, at a minimum, the following:

1. A summary of your firm’s relevant qualifications and why you believe your firm is the most highly qualified contractor for this project.

2. A summary of the size and capability of your firm to perform the GC/CM services for a project of this size, scope, and complexity within the identified time frame.

3. Identification of other proposed firms with a significant role in the project, description of that role and special expertise or qualifications related to their proposed scope of work.

4. The name and contact information of the individual in your firm that Sound Transit should contact regarding questions about your Proposal and scheduling a potential interview. The contact information should include the following: name of individual, firm name, address, telephone number, e-mail address.

C. Evaluation Criteria: The Evaluation Criteria to be used in evaluating the Proposals and maximum number of points assigned for each criterion are outlined below. In responding to the Evaluation Criteria, the Proposer should organize its Proposal so that the qualifications are clearly illustrated for each Evaluation Criteria.
<table>
<thead>
<tr>
<th>No.</th>
<th>Evaluation Criteria for Proposals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Qualifications of the Proposer</td>
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<td>2</td>
<td>Qualifications of the Proposer’s Key Personnel</td>
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<td>3</td>
<td>Past Performance of the Proposer</td>
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<td>4</td>
<td>Proposer’s Approach to Executing the Project</td>
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<tr>
<td>5</td>
<td>Outreach Efforts and Commitment to Small Businesses, Disadvantaged Business Enterprises (DBEs), Equal Employment Opportunity (EEO)</td>
</tr>
</tbody>
</table>

**Total for Proposals:** 600

| 6   | Interview                                                                                      | 200 |
| 7   | Final Proposal                                                                                 | 200 |

**Total for Selection Process:** 1,000

### Evaluation Criterion 1: Qualifications of the Proposer

**100 points**

*Note: Information submitted in response to this Evaluation Criterion should be no longer than six (6) pages. If applicable, the copy of the joint venture agreement shall not be included in this page count limitation.*

1. **Organization:**
   a. **History and Structure of Firm:** Provide a brief description of the history and structure of the firm. Complete and include a signed copy of the Proposer Information and Signature Form, Proposal Form 1, in an appendix to the SOQ/PA. This form is not included in the page count.
   
   b. **Organizational Structure:** Describe the organizational structure of the firm. Identify how the organizational structure will result in an integrated and cohesive team for managing the project.
   
   c. **Joint Ventures:** If the firm is a joint venture, describe the component parts and identify projects where the joint venture partners have had experience working together in the past in managing projects similar in size, scope, and complexity to this Project. The Proposer should specify the degree of control each member of the Joint Venture will exercise, the distribution of profit and loss, and identification of work responsibilities each member will exercise. Include a copy of the joint venture agreement as part of the Proposal.

2. **Management:**
   a. **GC/CM Capabilities and Approach:** Describe the capabilities and approach of your firm in managing, performing, and completing large and complex GC/CM projects such as the project described in this RFQ/PA. Address your firm’s experience with cost estimating, controlling costs, value engineering, ensuring quality of construction work, meeting schedules, facilitating cooperation with other members of the project team and third-party interests, and responsiveness to owner’s requests.
   
   b. **Management and Planning Tools:** Describe the management and planning tools your firm will use to ensure an effective project.
   
   c. **Budget and Schedule:** Describe how your firm would monitor and ensure that Sound Transit’s program scope is maximized and its construction budget and project schedule are met at every phase of the Design and Construction Documents development and during construction. What estimating and
scheduling systems and management techniques would your firm employ to achieve success in these items?

d. **Communications:** Describe your firm’s internal communication and coordination protocols between staff at all levels of the organization who will be working on this project. Also, describe communication and coordination protocols between your firm and other members of your GC/CM team.

e. **Familiarity with Local Laws, Regulations, and Project Requirements:** Demonstrate your firm’s understanding of state and local legal requirements applicable to this project, including identification of applicable state and local permitting and inspecting entities. Include your firm’s familiarity with the local labor and subcontracting market, or state how you will obtain this capability. Describe the tools of your firm will use in working with subcontractors to generate viable and competitive prices.

If the Proposer does not have an established local office, please provide the details of the office that Proposer will open for purposes of this Project, including but not limited to distance from the Project site, staffing, experience of staff, and electronic resources. Explain what tools you would use to ensure effective management of the Project based on distance.

3. **Financial:**

a. **Bonding and Insurance Capacity:** (Pass/Fail) Describe the firm’s current bonding capacity and address the ability of the firm to provide separate payment, performance, and warranty or maintenance bonds for this Project, each in the amount of 100% of the Total Contract Cost (as defined in Chapter 39.10, RCW) considering both this Project and the anticipated volume of work identified in Section 3.d, Anticipated Volume of Work.

Include a signed letter from your bonding agent committing to bond your firm for this Project in the event your firm is selected. The letter should also include contact information for your bonding agent. The bonding company (surety) must be registered with the Washington State Insurance Commissioner, appear on the current Authorized Insurance List in the State of Washington published by the Office of Insurance Commissioner, have a current rating of at least A-VII in A.M. Best’s Key Rating Guide, and be included in the US. Department of the Treasury’s Listing of Approved Sureties (Circular 570). (This letter will not count in sheet count maximum).

Also include a signed letter from your insurance agent pertaining to the firm’s ability to meet the project insurance requirements. The letter should also include contact information for your issuance agent. (This letter will not count in sheet count maximum).

b. **Financial Capacity:** Prior to award of any contract under this RFQ/PA, Sound Transit will perform a review of the selected contractor’s financial status and capacity to perform the work. The selected contractor shall comply with requests for information that are deemed necessary by Sound Transit to perform a reasonable review of the firm’s financial status.

c. **Historical Volume of Work:** What has been your firm’s annual volume (in dollars) of construction for the past five years (2006 through 2011)?

d. **Anticipated Volume of Work:** What is the anticipated construction volume and plan for the next three years (2012 through 2014)? How would your firm’s projected workload affect the capacity and capability of your firm to manage and perform the work of this Project? What steps would your firm take and what
commitments would your firm make to ensure that adequate resources are applied to this Project?

<table>
<thead>
<tr>
<th>Evaluation Criterion 2</th>
<th>Qualifications of the Proposer’s Key Personnel</th>
<th>150 points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Note:</strong> Information submitted in response to this Evaluation Criterion should be no longer than eight (8) pages, including one page for the Organizational Chart, which may be on an 11” x 17” sheet. Copies of resumes shall not be included in this page count limitation.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. **Background and Experience of Key Personnel:** Describe the abilities, specialized experience, technical competence, and qualifications of the firm’s professional key personnel that will comprise the Project Team being proposed.

   a. Identify, at a minimum, the corporate executive dedicated to the Project, the project manager for preconstruction and construction services, the lead superintendent(s), the project engineer(s), quality control manager, lead cost estimator, lead scheduler, subcontracting procurement manager (or identify individual responsible) and the safety officer (key personnel).

   i. List the name and title of the key personnel to be assigned to the Project Team and their proposed role and responsibilities on the Link Systems Project.

   ii. Describe the familiarity of each of the key personnel with GC/CM projects. If any of the key personnel do not have specific GC/CM experience, provide a statement on how their experience is relevant to this project.

   b. Demonstrate the qualifications and experience of the key personnel to be assigned to this Project by listing three (3) past or current projects performed by each of the key personnel including the following:

   i. Project name, location, and brief description of project including its size, scope, and complexity.

   ii. Description of the individual’s position and responsibilities on the projects.

   iii. Whether the individual worked for the contractor, subcontractor, or other.

   iv. Relevance of the project experience to the work required for the U-Link Systems Project, including project delivery methods, such as GC/CM or similar contracting methods.

   v. Contact information for each project including the owner and firm employing the key individual. References may be contacted by Sound Transit and used as part of the evaluation process.

   c. Identify whether any of the key individuals have successfully worked together on previous projects similar in size, scope, and complexity to this Project. Describe the projects.

   d. Describe the extent of involvement of the individuals assigned during each phase of the Project (preconstruction, subcontract buyout and construction) expressed as a percentage (100% = full time).

   e. Provide a copy of resumes for all key individuals. Resumes are to be included in an appendix to the SOQ/PA and shall not exceed two (2) pages for each individual. Resumes are not included in the page count. For each individual, provide the following information in the order listed:

   i. Name;
   
   ii. Title;
iii. Years employed by firm;
iv. Years of professional experience;
v. Education: (name of institution/degree/year);
vi. Professional registrations and licenses (type/state/year);
vii. Previous employment (firm/location/title/dates);
viii. Brief summary of relevant experience;
ix. Specific project experience; and
x. List of References (minimum of 3).

2. **Organizational Chart:** Provide an organizational chart showing the overall organizational structure for the key individuals to be assigned to the Project Team. Provide a separate chart for the preconstruction and construction phases.

3. **Availability of Key Personnel:** Discuss the availability and commitment of the key personnel identified for the entire Project (Preconstruction Services and Construction Services).

   **Note:** If selected, Proposer acknowledges that it will provide for the duration of the Project, the full complement of staff, including the specific persons identified in its Proposal for the percentages of time indicated in the Proposal, barring illness, accident, or other unforeseeable events of a similar nature in which cases the Proposer must be able to provide a comparably qualified replacement. Any replacement personnel shall be subject to the review and approval of Sound Transit.

### Evaluation Criterion 3
**Past Performance of the Proposer**

| Note: | Information submitted in response to this Evaluation Criterion should be no longer than ten (10) pages. |

1. **List of GC/CM Projects:** Provide a list of relevant GC/CM projects completed where the proposer provided preconstruction services and the Proposer was the contractor at risk during construction. Include the project name, owner’s name, and the final Total Contract Cost. Note if any of the individuals named in your Project Team participated as members of the project team for the listed project.

   If there are fewer than five projects listed, or if you would like to provide additional alternative delivery project references, provide a list of a maximum of five similar public works projects delivered under an alternative contracting method, such as GC/CM, CM/GC, CM at Risk, or GMP format. Provide a brief explanation in how the project is similar.

   Describe how the experience of the above listed project and your Team’s knowledge of GC/CM contracting as authorized by chapter 39.10 RCW, along with your experience with non-GC/CM projects would enable you to successfully complete the GC/CM project described in this RFQ/PA.

2. **Past performance on completing projects of similar size and scope.** Submit a list of the five (5) most recent projects that are relevant to the U-Link Systems Contract in terms of size, complexity, type of work and project constraints. Please ensure information is correct and current for references. For each project, provide the following information on one (1) page per project in the order listed:
   a. Project name;
   b. Location;
   c. Firm’s role;
   d. Project delivery method – Identify the project delivery method;
e. Owner - Provide the name of the Owner, Owner’s contact person who is familiar with your firm’s performance in completing the project, and telephone number;
f. Designer - Provide the name of the Design engineer, Design engineer’s contact person who is familiar with your firm’s performance in completing the project, and telephone number;
g. Project description – Provide a description of the project and demonstrate how the experience gained on this project will benefit the U-Link Systems Contract;
h. Preconstruction services description – Provide a description of preconstruction services performed and demonstrate how the experience gained on this project will benefit the Systems Project;
i. Construction duration – Provide the negotiated and final construction start date and negotiated and final substantial construction completion dates. Provide an explanation if there are any differences between the negotiated and final dates;
j. Total Contract Cost (TCC) - Provide the negotiated and final TCC and provide an explanation if there are any differences between the negotiated and final TCC; and
k. Team members involved – Provide the name, firm employed by, and role of individuals proposed in Criterion 2 that participated as a team member on the referenced project.

3. **Relevancy of Previous Projects:** Describe how the experience of your firm and proposed team members involvement with the projects listed above is relevant to the Project described in this RFQ/PA, and would enable you to successfully perform the work described in this RFQ/PA.

<table>
<thead>
<tr>
<th>Evaluation Criterion 4</th>
<th>Proposer’s Approach to Executing the Project</th>
<th>150 points</th>
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</thead>
</table>

*Note:* Information submitted in response to this Evaluation Criterion should be no longer than fifteen (15) pages. The **Safety and Health Qualification Statement** and your firm’s Accident Prevention Program shall not be included in this page count limitation.

1. **Technical Approach**
   a. **Access:** The U830 Systems project will encounter challenges with access to the work site. There are walk-in access points at 3 locations: Pine Street Stub Tunnel, Capitol Hill Station, and UW Station. Access for equipment that requires lowering into the work area must be coordinated with the Station Contractors. Access via the Pine Street Stub Tunnel with trucks/high-rail vehicles will require close coordination with our operating department. Describe how you propose to manage this constraint.

   b. **Track Installation:** The track installation element requires close coordination and early work evaluation as there are elements of this work that are on the critical path of the University Link Project; specifically, the track welding plant that is located at Capitol Hill Station for welding of rail to be placed between Pine Street Stub Tunnel and Capitol Hill Station. How does your firm propose to accomplish this work such that it can be limited or removed from the critical path. Describe any recommendations regarding alternative site locations for performance of this work as well as any recommendations that may expedite the installation of rail overall.
The track installation at the station platform will require close coordination with the Station Contractors as this work is sequence driven. The tolerances with the platform edge installation are very tight and must be managed closely to ensure proper installation and compliance with ADA clearance requirements between the Light Rail Vehicle and the station platform. Describe how you propose to manage this interface to ensure a successful installation.

c. Floating Slab: The floating slab installation is anticipated to be a very challenging installation. Describe how your firm would propose installing the floating slab relative to the installation of the rail and plinth work that needs to be accomplished.

d. Coordination of work in Tunnels: Following track installation there will be many disciplines requiring access to the same areas of the tunnel to pull signal, traction power, 26kV, fiber and radiax cabling and install equipment. Describe how your firm will manage access and assignment of work space for each of the various disciplines as well as how the trucks and equipment will be move, rotated and/or resupplied. Keep in mind that there is approximately a Three (3) hour window in the evening to access the work site through the Pine Street Stub Tunnel.

e. System Integration, Testing and Commissioning: All of the major systems will require several layers of testing, beginning with system level design verification testing and concluding with a fully installed systems integration testing which tests all of the interfaces between the various disciplines. Describe how your firm will manage the System Integration, Testing and Commissioning for each of the major systems as well as the Systemwide Integration Testing program. The GC/CM contractor must identify the key personnel that will be responsible for this work and define how best to perform this task and accomplish a successful outcome. Please explain this process for Signaling, Traction Power and OCS, Communications and SCADA systems at a minimum.

f. Design Approval: Testing and Delivery of Equipment: Many of the systems identified in this contract require design and testing prior to delivery and installation. Demonstrate your understanding of this process and the processes and procedures that you will utilize to ensure a timely and contract compliant delivery of this phase of the work. Please explain the processes and procedures to manage design revisions as well as modifications to the design after Final Design is approved. Please explain the processes and procedures that will be utilized to manage software revisions and configuration management.

2. **Project Issues:**
   a. Project Challenges: Describe your firm’s understanding of the scope of the project. Discuss your firm’s approach to construction and completing the Project. Identify and describe the major complexities and challenges to successful completion of the Project, and how the firm proposes to approach them.

   b. GC/CM Challenges: Identify and discuss key challenges and issues in using the GC/CM process and how your firm would manage those challenges and issues on this Project. Specifically address at a minimum the following issues:

      i. The strategies your firm would employ, using the GC/CM process in collaboration with Sound Transit to reduce cost, improve quality, and enhance the long-term operation and maintenance of the Project.
ii. How your firm would use the MACC risk contingency account and how it would be distinguished from Sound Transit’s contingency.

iii. Role of, and differences between negotiated support services costs and specified General Conditions costs in the GC/CM Agreement.

iv. How your firm would administratively manage, track and invoice for the various separate cost categories that comprise the Total Contract Cost.

v. The strategies your firm would employ to ensure that you are able to successfully negotiate a MACC acceptable to Sound Transit and within Sound Transit’s budget.

vi. Identify the risks and challenges that may impact the ability of your firm and Sound Transit to successfully negotiate a MACC on this project.

c. Relationships: Elaborate on how your team will work to establish productive relationships with the owner, design teams and third parties. Provide examples of community outreach programs and successful communications techniques used on similar projects. Describe your firm’s approach to dispute resolution.

d. Coordination and Interface Management: Describe your approach to ensuring effective coordination between the various disciplines required for the project and how you will manage interfaces with other U-Link contractors and other project stakeholders.

3. Preconstruction Issues:

a. Philosophy: Describe your firm’s philosophy and approach to Preconstruction Services.

b. Capabilities: Identify your firm’s experiences and expertise in providing the Preconstruction Service responsibilities identified in Attachment D.

c. Critical Preconstruction Activities: Identify the Preconstruction activities that you see as being most important to the success of the project and elaborate on the anticipated benefits of those activities to the project.

d. Project Examples: Provide three (3) examples of projects that demonstrate the range of Preconstruction Services your firm has provided on previous GC/CM projects or similar public or private contracting methods, such as CM/GC, CM at Risk, or Negotiated Guaranteed Maximum Price (GMP). Describe the services provided and how the experiences gained on these projects will benefit the U-Link Systems Project. Provide the name and role of individuals proposed in Section 2 that participated as team member on the projects.

e. Proposed Staffing Plan and Budget: Provide a proposed staffing plan and preliminary budget for preconstruction services assuming a preconstruction services schedule from October 2011 through September 2012 (11 months). This preliminary budget is specifically for preconstruction services to give a general idea of the level of effort (LOE) the Proposer sees as necessary to perform the Preconstruction Services described in the Preconstruction Scope of Work.

Provide preconstruction labor rates for proposed preconstruction staff. The labor rate proposed for each individual shall be the total compensation rate to include the cost for direct labor, indirect and overhead costs, profit, taxes, insurance, escalation during the preconstruction period, travel and travel related services to the project and Sound Transit office, and for all other necessary incidentals to perform preconstruction services.

Prior to Preconstruction Services Contract negotiations, Sound Transit shall require the submittal of audited cost information. Sound Transit intends to
negotiate a cost reimbursable contract for Preconstruction Services. Refer to Attachment C.

4. Construction Issues:
   a. **Subcontracting Approach**: Based on the information provided in this RFQ/PA, describe your approach to subcontracting. The GC/CM selected for this Project, including any subsidiaries of the GC/CM or joint venture partners may not self-perform more than 30% of the negotiated MACC and will be subject to the requirements of RCW 39.10.390. Discuss the advantages and disadvantages and evaluate any risks associated with your Subcontracting approach and how your firm would manage those challenges and issues on this Project. Specifically address at a minimum the following:
      i. Outline how you will manage the procurement and installation activities and approach to managing subcontractors, subcontractor issues and claims
      ii. Recommended packaging approach and number of packages.
      iii. A discussion of the advantages and disadvantages for this Project of either of the early subcontract bidding options permitted in RCW 39.10.370 (2) and (3) and RCW 39.10.385.
      iv. A discussion of the advantages and disadvantages for this Project of considering early selection of the mechanical and/or electrical subcontractors as authorized by RCW 39.10.385, and how you would conduct a fair procurement process and ensure a reasonable negotiated subcontract cost.
      v. A discussion of your firm’s subcontract bidding and selection procedures and requirements, and how they are in compliance with RCW 39.10.
      vi. The scope of work, if any, your firm intends to bid to self-perform and the firm’s ability to perform such work.
      vii. How your firm would ensure quality subcontractors through either subcontractor bidder eligibility or subcontractor responsibility criteria, and how your firm would manage these processes to be in compliance with Chapter 39.10 RCW.
      viii. How your firm will meet the small business goal established for this contract in compliance with Chapter 39.10 RCW, and 49 CFR Part 26.
   b. **Environmental and Permit Compliance**: Discuss your understanding of the issues related to traffic control, erosion control, treatment and control of runoff, noise and dust mitigation and other environmental/permit concerns that will have to be addressed on this project. Describe your approach to dealing with such issues.
   c. **Sustainability**: Describe your firm’s experience in working on projects seeking to maximize sustainable construction practices. Indicate initiatives the firm has employed to achieve sustainable features and/or construction processes.
   d. **Quality Control**: Provide a summary of your firm’s approach to quality control during construction, addressing, at a minimum, the following:
      i. Coordination and management of subcontract work to ensure quality of work
      ii. Coordination of commissioning
      iii. Description of quality control organization your firm plans to employ
      iv. Describe the levels and authority of the individuals to be assigned quality control responsibilities on this Project.
5. **Safety Issues**: Describe your proposed approach and commitment to ensure the safety of workers and the public on this Project.
   a. **Accident Prevention Program**: Submit one copy of your firm’s Accident Prevention Program as part of your Proposal in response to this RFQ/PA.
   b. **Safety History**: Complete Sound Transits’ *Safety and Health Qualification Statement*, Proposal Submittal Form 2, and submit it with your Proposal.
   c. A copy of the *Safety and Health Qualification Statement* is included in this RFQ/PA as Proposal Submittal Form 2.

<table>
<thead>
<tr>
<th>Evaluation Criterion 5</th>
<th>Outreach Efforts and Commitment to Small Businesses, Disadvantaged Business Enterprises (DBEs), and Equal Employment Opportunity (EEO)</th>
<th>100 points</th>
</tr>
</thead>
</table>

*Note*: Information submitted in response to this Evaluation Criterion should be no longer than five (5) pages.

1. **Small Businesses and DBEs**:
   a. **Past Performance**: Of the projects identified under Evaluation Criterion 3, “Past Performance of the Proposer” provide information regarding small business or DBE goals as applicable, and the proposer’s achievement of the goals on those projects. Provide information relevant to the proposer’s performance, particularly if goals were not achieved.
   b. **Outreach Efforts**: Describe the Proposer’s planned outreach efforts for ensuring Small Businesses and DBEs have sufficient information about subcontract bid packages on this Project.
   c. **Strategies and Approach**: Discuss your firm’s strategies and approach for arranging and packaging subcontract bid packages to encourage the participation of Small Businesses and DBEs.
   d. **Managing Diversity**: Describe the Proposer’s experience and approach in managing diverse teams on projects comparable to the scope of work, size, and duration of this Project.
   e. **Assistance to Small Businesses and DBEs**: Include an explanation about the assistance the Proposer has provided in the past to Small Businesses and/or Disadvantaged Business Enterprises (DBEs) with expertise but limited resources. Such assistance may include, but not be limited to resource sharing (e.g., office space, equipment, etc.), formal or informal mentoring, and other efforts undertaken to enhance the performance of the Small Businesses and DBEs on previous projects of the Proposer.
   f. **Planned Approach to Support Small Businesses and DBEs**: Describe the Proposer’s approach in monitoring, mentoring, and supporting Small Businesses and DBEs if awarded the contract under this RFQ/PA.
   g. **Personnel Commitment**: Provide the name and title of the individual on the Proposer’s team who will be responsible for overseeing efforts to reach out to and assist Small Businesses and DBEs to compete for subcontract work and to successfully perform as members of the Proposer’s team. Include the percentage of time this individual’s will be dedicated to Small Business and DBE outreach and assistance issues.

2. **Equal Employment Opportunity (EEO)**:
   a. **Past Performance**: Of the projects identified under Evaluation Criterion 3, “Past Performance of the Proposer” provide information regarding EEO and internship,
training or apprenticeship goals as applicable; and the proposer’s achievement of the goals on those projects. Provide information relevant to the proposer’s performance, particularly if goals were not achieved.

b. **EEO Efforts:** Discuss the Proposer’s efforts to ensure that it provides equal employment opportunities to all persons without regard to race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disable person on the Proposer’s workforce, and the involvement of such persons on comparable projects. Include an explanation of internship and training and apprenticeship opportunities as appropriate.

c. **EEO Approach:** Discuss the Proposer’s overall approach to EEO. Describe the Proposer’s experience and approach in employing diverse teams on projects comparable to the scope of work, size, and duration of this Project.

d. **Personnel Commitment:** Include the name and title of the individual who will be responsible for overseeing the Proposer’s adherence to EEO laws and policies, and who will ensure that employment actions regarding staffing and managing the work will be carried out in a nondiscriminatory manner. Include the percentage of time this individual will be dedicated to EEO issues.

### 9.0 – INTERVIEWS

After evaluation of Proposals in accordance with the points described in this RFQ/PA, the selection committee shall develop a list of the most qualified firms (shortlist) and invite them to an interview. Prior to the interview, Sound Transit shall provide the firms with a list of questions to respond to in the interview, along with the evaluation criteria for the interview. The selection committee may also ask other questions during the interview that were not provided ahead of time. Prior to the interview, references will be checked by Sound Transit.

At a minimum, the corporate executive dedicated to the Project, the project manager, the superintendent, cost estimator, and other key individuals responsible for preconstruction and construction services shall attend. Failure to meet this minimum requirement will result in the Proposer being disqualified from further consideration of contract award.

Maximum score available for interviews is 200 points.

### 10.0 – FINAL PROPOSALS

A. **Instructions:** The form and format of the Final Proposals is included in Attachment B of this RFQ/PA.

B. **Final Proposal:** After evaluation of Proposals in accordance with the points described in this RFQ/PA, the selection committee shall develop a list of the most qualified firms (shortlist) and invite them to submit a Final Proposal for GC/CM Fixed Percentage Fee and a fixed amount for Specified General Conditions Work. The definitions of the Fixed GC/CM Percentage Fee and Specified General Conditions Work will be specifically defined in the Request for Final Proposals (RFFP) to be provided to those firms selected to submit Final Proposals.

C. **Assigning Points Based on Prices:** Final Proposals will be evaluated as follows:

- Low Conforming Final Proposal shall score the full 200 points.
- Other Final Proposals will receive points based on the following formula: Low Conforming Final Proposal Price divided by Contractor’s Final Proposal Price multiplied by 200 (total points available).
D. Calculating the Final Price Offer Amount: The dollar amount for the GC/CM Fee, comprised of the GC/CM Fixed Percentage Fee multiplied by the estimated MACC, and the fixed dollar amount for the detailed Specified General Conditions Work will be added together to determine a single number for the Final Price Offer Amount.

E. Time Period for Validity of Final Price Offer Amount: In submitting a Final Proposal, all Proposers agree that the prices included in the Form of Proposal shall be valid until completion of all preconstruction services and through completion of negotiation of the MACC.

F. Irregularities: In completing the Final Proposal Form, the Proposer must enter a number for each amount requested on the Final Proposal Form. No other entries, modifications, qualifications, or exclusions shall be made to the Final Proposal Form. Failure to comply in full with these requirements shall be grounds for a Final Proposal being declared non-responsive. Sound Transit reserves the right to reject any or all Final Proposals, and to waive as informality any non-material irregularities in the Final Proposals received.

G. Data for Final Proposal Form: The name, address, and Contractor's Washington state registration number shall be typed or printed on the Final Proposal Form in the space provided.

H. Filling out the Final Proposal Form: Final Proposals must be (1) submitted on the forms furnished by Sound Transit or on copies of those forms, and (2) manually signed in ink. The person signing the Final Proposal Form must initial each page.

I. Completion of Final Proposal Form: Proposers shall submit price offer amounts in the format provided in the Final Proposal Form. Only the amounts and information asked for in the Final Proposal Form furnished will be considered. All price offer spaces must be filled in.

J. Final Proposal Envelope: Final Proposals shall be submitted in a sealed envelope that is labeled with the Proposer's name and identified as containing a Final Proposal responding to "Sound Transit's Request for Final Proposals for General Contractor/Construction Manager Services for the U-Link Systems Contract (U830), RFQ/PA No. RTA/LR 148-10."

K. Submittal of Final Proposal: Proposals must be submitted on or before the date and time specified in Section 3.0 – Schedule of this RFQ/PA, to the following address:

   Attn:  David A. Christianson, Senior Construction Contracts Specialist
   Sound Transit Procurement and Contracts Division
   401 South Jackson Street
   Seattle, Washington 98104-2826

11.0 – FINAL SELECTION

The Proposer with the highest total score (Total Possible: 1,000 points) resulting from the selection committee’s scoring of the Proposal, the Interview, and the results of the Final Proposal will be selected to negotiate to provide Preconstruction Services and for MACC negotiations. In the event of a tie in total score, the Proposer with the lowest conforming Final Proposal (price offer) will be selected.

Prior to execution of the Preconstruction Services Contract and the GC/CM Construction Contract, Sound Transit will verify that the selected contractor meets the mandatory proposer or bidder responsibility criteria as outlined in RCW 39.04.350.
12.0 – PUBLIC DISCLOSURE

A. Property of Sound Transit: Proposals submitted in response to this RFQ/PA shall become the property of Sound Transit.

B. Proposals are Public Records: Pursuant to Chapter 42.56 RCW, Proposals submitted under this RFQ/PA shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and or federal laws, proposals shall be considered public documents and available for review and copying by the public after an award of contract recommendation is made to the Sound Transit Board.

C. Public Records Exemption: In accordance with RCW 39.10.470 (2), trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a Proposer in connection with this RFQ/PA, shall not be subject to public disclosure under chapter 45.26 RCW if the Proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers shall specifically designate and clearly label as "CONFIDENTIAL" any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information, which may be exempt from public inspection and copying. The Proposer shall provide the legal basis for the exemption to Sound Transit upon request.

D. Proposals Not Marked as Confidential: If a Proposal does not clearly identify the "CONFIDENTIAL" portions, Sound Transit will not notify the Proposer that its Proposal will be made available for inspection and copying.

E. Process for Disclosing Information: If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," Sound Transit will determine whether the material should be made available under the law. If Sound Transit determines that the material is not exempt and may be disclosed, Sound Transit will notify the Proposer of the request and allow the Proposer ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the Proposer fails or neglects to take such action within said period, Sound Transit may release the portions of the Proposal deemed subject to disclosure.

F. Indemnification by Proposer: To the extent that Sound Transit withholds from disclosure all or any portion of Proposer’s documents at Proposer’s request, Proposer shall agree to fully indemnify, defend and hold harmless Sound Transit from all damages, penalties, attorneys’ fees and costs Sound Transit incurs related to withholding information from public disclosure.

G. No Claim Against Sound Transit: By submitting a Proposal, the Proposer consents to the procedure outlined in this section and shall have no claim against Sound Transit because of actions taken under this procedure.

13.0 – DEBRIEFING AND PROTEST PROCEDURES

A. Debriefing: Proposers may request a debriefing after being notified of the selection of the top ranked firm. Debriefings may include, a review of the debriefed Proposer’s points for each evaluation criteria, overall ranking, the strengths and weaknesses of its Proposal and presentation in the Interview, and answers to questions regarding the selection process.

B. Protests: Interested parties have a right to seek resolution of any concerns, issues, or perceived wrongs associated with this RFQ/PA. Upon receipt of a written protest, issues of concern will be researched and a written determination to the protesting party will be issued by Sound Transit's Contracts Officer.

submitting a protest, the Proposer shall ensure it has the most current copy of Sound Transit’s written Protest Procedure by contacting the Construction Contracts Specialist identified in Section 1.0.J.

14.0 – CANCELLATION AND REJECTION OF PROPOSALS

Sound Transit reserves the right to reject any and all Proposals at any time and to choose not to award and/or execute a contract(s) up to the time Sound Transit signs the contract documents, even after a notice of selection has been issued. Proposers acknowledge that a notice of selection confers no right of contract. Sound Transit may cancel the procurement and reject all proposals for any reason. A decision by Sound Transit to cancel the procurement and/or not enter into a contract will not result in any claims or causes of action for costs or damages by any Proposer against Sound Transit.

15.0 – FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

A. Applicability of Federal Grant Contract: This procurement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1F as amended. U.S. Department of Transportation's level of financial assistance may be between zero and eighty percent (0-80%). The Proposer is required to comply with all terms and conditions prescribed for third party contracts in this solicitation.

B. Compliance With Current Requirements: Federal laws, regulations, policies, and administrative practices may be modified or codified after the date of any contract executed based on this RFQ/PA. To assure compliance with changing federal requirements, such contracts will require that the Proposer (Contractor) agree to accept all changed requirements that may apply to the contracts to be executed based on this RFQ/PA.

C. Incorporation of Federal Transit Administration Terms: All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F as amended and the Master Grant agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this solicitation. The Proposer shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions.

D. Federal Funding Limitation: The Proposer understands that funds to pay for the Proposer’s performance under the contracts to be executed based on this RFQ/PA are anticipated to be made available from the United States Department of Transportation through the FTA. Sound Transit's obligation hereunder is payable from funds that are appropriated and allocated by FTA for the performance of the contracts to be executed. If funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may terminate or suspend Proposer’s services without penalty. Sound Transit will notify the Proposer promptly in writing of the non-allocation, delay or disapproval of funding.

E. FTA Requirements: The selected Proposer shall comply with the FTA requirements included in the contracts to be executed based on this RFQ/PA.

16.0 – SOUND TRANSIT DIVERSITY PROGRAM OBJECTIVES

A. Diversity Program: Sound Transit has adopted a Diversity Program, which is included as a reference to this RFQ/PA and is located at the following website: www.soundtransit.ebidsystems.com. The Diversity Program addresses the following subjects:
1. Sound Transit’s Policies
2. FTA Disadvantaged Business Enterprise (DBE) Program
3. Sound Transit’s Small Business Program
4. Sound Transit’s Equal Employment Opportunity (EEO) Goals
5. Apprentice Utilization Goals
6. Federal Equal Employment Opportunity (EEO) and Affirmative Action Requirements
7. Sanctions for Non-Compliance with Non-Discrimination or Diversity Program Requirements
8. Flow-Down Requirement
9. Diversity Program Submittals After Notice of Award

B. Applicability of Diversity Program to GC/CM Contracting: To the extent that provisions in Sound Transit’s Diversity Program are not applicable to GC/CM contracting processes, these requirements will be modified and addressed in the Request for Final Proposals (RFFP) that will be issued to finalists as part of this selection process.

C. Small Business and Disadvantaged Business Enterprise (SB/DBE) Goals: Sound Transit promotes and encourages small business participation, which by definition also includes Disadvantaged Business Enterprises and U.S. Small Business Administration (SBA) program participants and may include firms owned by persons with disabilities. In accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 (DBE Regulations), Sound Transit has established a 7.4% DBE Goal for contracts to be let under the University Link Light Rail Project (U-Link). Also pursuant to DBE Regulations, Sound Transit has determined that a portion of the small business goal shall be met with a required minimum amount of DBE participation. Accordingly, Sound Transit has established an overall small business participation goal for this Contract, and within the small business goal, a DBE participation goal. Participation by a DBE firm can be counted toward the DBE goal as well as the overall small business goal.

In furtherance of its Small Business Participation Program, and its DBE Program, Sound Transit established the following Small Business and DBE Goals for this Contract:

**Small Business Goal:** 5% of Total Contract Price, which must be accomplished utilizing DBE participation of no less than 2% of the Total Contract Price.

As part of the Preconstruction Services, the GC/CM will work with Sound Transit to develop a Subcontracting Plan that will maximize the participation of SB/DBE firms on the project. The Subcontracting Plan will establish a specific approach to achieve the Small Business Goal for this Contract, as well as methods for monitoring actual SB/DBE participation and updating the plan to ensure that the goals are met.

D. Prevailing Wages: The prevailing wage rates delineated in Exhibit 6 – Labor Compliance Manual (Sample) are provided for reference only. Prevailing wage rates in effect at the time of GC/CM Construction Contract execution shall apply.

**END OF RFQ/PA**
**PROPOSAL FORMS CHECKLIST**

**Instructions:**

The following documents are part of the Form of Proposal. Failure to submit all the required forms may cause a Proposal to be rejected as non-responsive. Proposers are advised to read carefully all portions of the RFQ/PA and to comply with all requirements therein.

<table>
<thead>
<tr>
<th>No.</th>
<th>FORM</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Proposal Form 1 Proposer Information and Signature</td>
</tr>
<tr>
<td></td>
<td>Proposal Form 2 Safety and Health Qualification Statement</td>
</tr>
<tr>
<td></td>
<td>Proposal Form 3 Certification Regarding Lobbying</td>
</tr>
<tr>
<td></td>
<td>Proposal Form 4 Certification Regarding Debarment, Suspension, and Other Responsibility Matters</td>
</tr>
<tr>
<td></td>
<td>Proposal Form 5 Free Competitive Proposing Affidavit</td>
</tr>
</tbody>
</table>

**PROPOSALS RECEIVED WITHOUT THE ABOVE DOCUMENTS MAY BE REJECTED AS NON-RESPONSIVE.**  
All Forms are attached.
PROPOSAL FORM 1– PROPOSER INFORMATION AND SIGNATURE

STATEMENT OF QUALIFICATIONS
GENERAL CONTRACTOR/CONSTRUCTION MANAGER

Firm Name/Address: ____________________________
Date Prepared:_______________________________
Date Firm Established: ________________________
Principal to Contact/Title: ______________________
Business Telephone: __________________________
Business FAX: ________________________________

Former Firm Name(s), if any.        Year Established          Name/Address/Telephone of Parent Company, if any

Corporate Structure: ____ Sole Proprietorship ____ Corporation ____ Joint Venture
____ Parent Company     ____ Partnership ____ Other (specify):

State of Incorporation: ____________________________

Other offices of the firm:
City/State              Telephone No.        No. of personnel        Identify home office with *

________________________________________________________________________
________________________________________________________________________

1. State of Washington Contractor Registration #: ________________________________
2. State of Washington Unified Business Identifier #: ____________________________
3. Employment Security Department #: ________________________________
4. Federal Tax Identification #: ____________________________________________
Insurance: Name of Provider       Limits/Coverage

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

Acknowledgment addendum(a) by specifying addendum(a) in spaces provided: ______   ______  ______  _______   ______

Certification

The undersigned prime proposer certifies that, to the best of his/her knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the firm has the financial capability to perform the work being applied for. The undersigned prime proposer further certifies that it knows of no personal and/or organizational conflict of interest prohibited under federal, state, and local law.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signature: ____________________________________
Name:  ____________________________________
Title: ____________________________________
Date: ____________________________________
Place: ____________________________________
(City and State)
PROPOSAL FORM 2– SAFETY AND HEALTH QUALIFICATION STATEMENT

- Please do not leave blanks on any item except lists; use ‘n/a’ if a field does not apply.
- You may neatly handwrite the information. We are more concerned about correct complete information than how it looks.

### Legal Name of your Company:

<table>
<thead>
<tr>
<th>Street Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td>City:</td>
<td>State:</td>
<td>Zip:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td>E-Mail Address:</td>
<td></td>
</tr>
<tr>
<td>Is this address the:</td>
<td>Main Office</td>
<td>Regional Office</td>
<td>Branch Office</td>
</tr>
</tbody>
</table>

1. Please list the trade(s) in which your company performs work:

<table>
<thead>
<tr>
<th>CSI Division No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. For work in Washington State (Intrastate), please list your Company’s Workers’ Compensation Experience Modification Rate (Experience Factor) for the most recent three years, using the Washington State Department of Labor and Industries ratings: http://www.lni.wa.gov/ORLI/LoGon.asp.

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
<th>Year</th>
<th>Rate</th>
<th>Year</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>2010</td>
<td></td>
<td>2009</td>
<td></td>
<td>2008</td>
<td></td>
</tr>
</tbody>
</table>

3. For work in other states (Interstate), please list your Company’s Workers’ Compensation Experience Modification Rate (Experience Factor) for the most recent three years.

<table>
<thead>
<tr>
<th>State Name</th>
<th>Year</th>
<th>Rate</th>
<th>Year</th>
<th>Rate</th>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
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<td>2008</td>
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<td>2010</td>
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<td>2009</td>
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<td>2008</td>
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<td>2010</td>
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<td>2009</td>
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<td>2008</td>
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<td></td>
<td>2010</td>
<td></td>
<td>2009</td>
<td></td>
<td>2008</td>
<td></td>
</tr>
</tbody>
</table>

4. Using the three most recent year’s OSHA No. 300 Logs, please fill in the number of cases for each of the following categories: (attach a copy of your last three years of OSHA No. 300 Logs)

<table>
<thead>
<tr>
<th>2010</th>
<th>2009</th>
<th>2008</th>
</tr>
</thead>
</table>

A. Number of deaths (Total column G)

Please provide a brief description of the circumstances surrounding any employee death(s):

B. Number of days away from work and job transfer or restricted workday cases (Total Column H & I)

C. Number of other recordable cases (Total Columns J)
D. Number of days away from work cases (Total Column H)
E. Employee Hours Worked
F. OSHA Recordable Incidence Rate (See formula below)
G. OSHA Lost Workday Incidence Rate (See formula below)

Notes:
- Items in parenthesis above come from your OSHA No. 300 Log
- Employee Hours Worked = total number of hours worked during the year by all employees
- OSHA Recordable Incidence Rate= \([(A+B+C) \times 200,000]/\text{Employee Hours Worked}\]
- OSHA Lost Workday Incidence Rate= \([(D) \times 200,000]/\text{Employee Hours Worked}\]

5. Please provide the following safety information for three public construction projects of your Company in which the superintendent proposed for this project was the superintendents. The Incidence Rates reported below must include incidences for the contractor and subcontractors of any tier.

<table>
<thead>
<tr>
<th>Project Name and Owner</th>
<th>Superintendent’s Name</th>
<th>Recordable Incidence Rate for the Project</th>
<th>Lost Workday Incidence Rate for the Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

6. How many OSHA violation(s) has your Company received in the last three years?

<table>
<thead>
<tr>
<th>Year</th>
<th># of Violations</th>
<th>Year</th>
<th># of Violations</th>
<th>Year</th>
<th># of Violations</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td></td>
<td>2009</td>
<td></td>
<td>2008</td>
<td></td>
</tr>
</tbody>
</table>

Were any of the OSHA violations considered willful violations:  
☐ Yes  ☐ No

Please give a brief description of all willful violation(s):

The undersigned warrants and represents the data provided is accurate in all respects.

Name of Company:

Prepared by:

Title:

Signature ____________________________ Date __________________
PROPOSAL FORM 3 – CERTIFICATION REGARDING LOBBYING

The undersigned (Contractor) certifies to the best of his or her knowledge or belief that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. Section 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor _________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Bidder: ____________________________________________

(Type or Print Company Name)

By: ____________________________________________

(Signature) (Title)

Print Name: ____________________________________________

END OF FORM
PROPOSAL FORM 4 – CERTIFICATION OF PROPOSER REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

Instructions for Certification:

4. By signing and submitting this form, the prospective lower tier participant1 is providing the signed certification set out below.

5. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Sound Transit may pursue available remedies, including suspension and/or debarment.

6. The prospective lower tier participant shall provide immediate written notice to Sound Transit if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


8. The prospective lower tier participant agrees by submitting this bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Sound Transit.

9. The prospective lower tier participant further agrees by submitting this bid or proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

10. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

11. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

12. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this

1 "Lower tier participant" includes all contractors, consultants, subcontractors, and subconsultants participating on any of Sound Transit’s contracts.
transaction, in addition to all remedies available to the Federal Government, Sound
Transit may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion"

13. The prospective lower tier participant certifies, by submission of this bid or proposal, that
neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred,
suspended, proposed for debarment, declared ineligible, or voluntarily excluded from
participation in this transaction by any Federal department or agency.

14. When the prospective lower tier participant is unable to certify to any of the statements in
this certification, such prospective participant shall attach an explanation to this bid or
proposal.

Bidder: ________________________________________________________________

(Type or Print Company Name)

By: _________________________________________________________________

(Signature) (Title)

Print Name: __________________________________________________________
PROPOSAL FORM 5 –FREE COMPETITIVE PROPOSING AFFIDAVIT

State of _______________________________

County of ______________________________

I, _____________________________________ (CONTRACTOR by ____________________________ (Name and title of authorized representative) says and certifies: That said contractor has not, either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the Contract for Proposal No. ________________________________.

CONTRACTOR

______________________________________
Name and Title of Authorized Representative

______________________________________
Date

Taken, subscribed, and sworn to before me this ________________day of, 2010.

Notary Seal

______________________________________
Notary Public

______________________________________
My commission expires
<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
</tr>
</thead>
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<tr>
<td>Value 21</td>
<td>Value 22</td>
<td>Value 23</td>
<td>Value 24</td>
</tr>
</tbody>
</table>
ATTACHMENT A

GCCM Summary of Cost Allocation Matrix

The following GC/CM Summary Cost Allocation Matrix provides a summary of the cost allocations for the various elements of the Total Contract Cost and how they relate to the components of the Contract Documents, including, but not limited to the (1) GC/CM General Conditions, (2) Special Conditions (if any), (3) Division 01 specifications, (4) Labor Compliance Manual, and (5) Owners Controlled Insurance Plan (OCIP) Manual. The Matrix identifies elements as to Negotiated Support Services by Division 1 specification section for those items defined in the Division 1 specification.

Any cost that is not specifically identified in the GC/CM Summary Cost Allocation Matrix will be covered by the amount bid for fixed amount for Specified General Conditions Work, unless otherwise specified in the Contract Documents. In the event of a conflict or inconsistency, the other provisions of the Contract Documents shall take precedence over the GC/CM Summary Cost Allocation Matrix.

The tasks and service identified as Negotiated Support Services in the GC/CM Cost Allocation Matrix will be negotiated and included as separate component of the MACC.

University Link Light Rail Systems Construction

Page 1 of 2

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Contract Document</th>
<th>Section/Article Reference</th>
<th>Fixed Amount for Specified General Conditions</th>
<th>Percent Fee</th>
<th>Subcontract Package</th>
<th>Negotiated Support Services</th>
<th>Owner Costs</th>
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<tbody>
<tr>
<td>1</td>
<td>Accounting System &amp; Record Retention</td>
<td>General Conditions</td>
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<tr>
<td>2</td>
<td>Alternates</td>
<td>Division 1 Specifications</td>
<td>01 23 00</td>
<td>*</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>Bond Premiums (Performance, Payment, etc.) on TCC</td>
<td>General Conditions</td>
<td>7.26</td>
<td>*</td>
<td></td>
<td></td>
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<td>Bonding - Subcontractor</td>
<td>General Conditions</td>
<td>7.26.B</td>
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<td>Change Management</td>
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<td>Cleaning and Waste Management</td>
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<td>12</td>
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<td>14</td>
<td>Dual Benefits</td>
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<td>Owner Controlled Insurance Program (OCIP) GCCM Management and Deductible Requirements</td>
<td>General Conditions and OCIP Manual</td>
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<td>30</td>
<td>Permits - Coordination, Building Permits for Temporary Construction Offices, Street Use Permits</td>
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<td>GC 7.07, 01 41 26</td>
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<td>31</td>
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<td>Permits - Owner, 1. SPHERS Waste Discharge Permit, 2. Industrial Waste Discharge Permit, 3. Puget Sound Clean Air Agency</td>
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<td>Contract Document</td>
<td>Section/Article Reference</td>
<td>Fixed Amount for Specified General Conditions</td>
<td>Percent Fee</td>
<td>Subcontract Package</td>
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<td>Safety, First Aid and Security</td>
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<td>Subcontractor Procurement Costs including Reproduction Costs, Bid Documents, Bid Plans, Bid Specifications, &amp; Misc. Documents</td>
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<td>Temporary Construction &amp; Facilities</td>
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<td>51</td>
<td>Warranties &amp; Coordination</td>
<td>General Conditions</td>
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ATTACHMENT B - REQUEST FOR FINAL PROPOSALS (RFFP) AND FINAL PROPOSAL FORM
GENERAL CONTRACTOR/CONSTRUCTION MANAGER SERVICES FOR
UNIVERSITY LINK SYSTEMS CONSTRUCTION CONTRACT U830

1.0 – Request for Final Proposals for GC/CM Services (RFFP)

1. GENERAL

The following is provided as a supplement to the original Request for Qualifications and Proposed Approach (RFQ/PA) to assist Proposers in the competitive range in submitting their Final Proposal.

2. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. In submitting the Final Proposal, Proposer acknowledges that it will provide, for the duration of the project, the full complement of staff designated in its written response to the Request for Proposals.

B. Proposer acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself to the general and local conditions which can affect the Work or its cost.

C. Proposer acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Sound Transit, as well as from the drawings and specifications made a part of these Contract Documents.

D. Proposer acknowledges that technical specifications and drawings made a part of this Request for Final Proposals are for information only, and shall not be used for construction.

E. Proposer acknowledges normal operations and other construction will be conducted in adjoining areas to the project site during the Work. Proposer should anticipate pedestrian and traffic congestion, limited parking, and the requirement that the Work be coordinated with ongoing operations.

F. Proposer acknowledges that its price offer is based upon a schedule and assumptions which incorporate the conditions set forth above, and in the Contract Documents, including, but not limited to, the Draft GC/CM Construction Contract, the GC/CM General Conditions, and the Division 1 Specifications, all of which were included in the RFQ/PA. All components of the Contract Documents, whether attached hereto or referenced only, are incorporated by reference and hereby made a part of this RFFP.

G. Sound Transit assumes no responsibility for any conclusions or interpretations made by Proposer based on the information made available by Sound Transit. Should a Proposer find discrepancies or omissions in the drawings or specifications, or should Proposer be in doubt as to their meaning, Proposer shall at once notify Sound Transit. If appropriate, Sound Transit will send written instructions to all finalist Proposers by addenda. All addenda issued shall be incorporated into these Contract Documents. Requests for Information (“RFI”) will be in accordance with the following schedule:

<table>
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<tr>
<th>Activity</th>
<th>Date</th>
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<tbody>
<tr>
<td>Last day for Proposers to submit RFIs</td>
<td>By 4:00 p.m. on August 18, 2011</td>
</tr>
<tr>
<td>Last day for Sound Transit to Issue Clarifications and/or Addenda</td>
<td>August 22, 2011</td>
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</table>
RFIs will be submitted on the Request for Information (RFI) Form provided as Attachment E to the RFQ/PA.

3. PREPARATION OF FINAL PROPOSER

A. Each Proposer is required to submit three amounts and one percentage on the Final Proposal Form included in this RFFP:

1. GC/CM Fixed Percentage Fee;

2. GC/CM Fee: Calculated by multiplying the Estimated MACC by the GC/CM Fixed Percentage Fee entered by Proposer;

3. A fixed (lump-sum) amount for “Specified General Conditions Work” and

4. Final Price Offer: The sum of 2 and 3, above.

The terms “GC/CM Fixed Percentage Fee” and “Specified General Conditions Work” are defined in the GC/CM General Conditions which were included in the RFQ/PA.

B. Proposer shall comply with the following instructions in preparing its Final Proposal:

1. Proposer shall submit its price offer in the format provided on the Final Proposal Form provided by Sound Transit. Only the amounts and information required on the Final Proposal Form will be considered. All blank spaces must be filled in.

2. No other entries, modifications, or qualifications shall be made to the Final Proposal Form. Failure to comply in full with these requirements shall be grounds for a Final Proposal being declared nonresponsive.

3. Sound Transit reserves the right to reject any or all Final Proposals and to waive as an informality any non-material irregularities in the Final Proposal Forms received.

4. The Proposer’s business name, address, other contact information, Contractor’s Registration Number, UBI Number, and Employment Security Department number shall be typed or printed on the Final Price Offer Form in the space provided.

5. Final Proposals must be manually signed in ink by an authorized representative of the Proposer. The person signing the Final Proposal Form must initial each page of the Form.

6. Receipt of all addenda to this RFFP must be acknowledged by identifying the addendum number in the space provided in the Final Proposal Form.
C. **Cost/Price Analysis; Rejection of Unreasonable Price Offers.** Sound Transit may, at its sole discretion, perform a cost and/or price analysis of any or all components of the price offer. Should the analysis reveal any unacceptable or unreasonable costs or pricing in any component of the price offer, Sound Transit reserves the right, at its sole discretion, to seek clarification of the pricing and/or to reject the Proposal. If requested by Sound Transit, a proposer must submit supporting pricing information, including, but not limited to, anticipated level of effort, personnel cost elements such as direct salary rates by position and overhead rates (expressed as a verifiable rate), and other direct and indirect costs. Cost/price information may be evaluated to determine allowability, reasonableness, and proper allocability according to federal cost/price principles.

D. **Rejection of All Final Proposals.** At its sole discretion, Sound Transit may reject all Proposals and cancel the procurement.

4. **TAXES**

A. **Taxes Generally.** Proposers must include in the Final Price Offer Amount all taxes imposed by law.

B. **Retail Sales Tax.** Sound Transit has determined that it is exempt from retail sales tax on all of the Work to be performed under this procurement pursuant to RCW 82.04.050(8) and WAC 458-20-171 (“Rule 171”). Pursuant to Rule 171, Proposer will be considered the consumer of all materials, equipment and supplies, including prefabricated and pre-cast items, purchased, used or consumed by them in performing the Work; and Proposers must pay the applicable sales/use tax on all taxable items. All amounts entered by the Proposer on the Final Proposal Form shall include all retail sales tax applicable to the preconstruction services work and the Specified General Conditions Work. However, retail sales tax to be paid by subcontractors performing the work covered by the MACC will be included in the negotiated MACC.

5. **SUBMISSION AND WITHDRAWAL OF FINAL PROPOSALS**

A. Final Price Offer Forms must be submitted in a sealed envelope or package up to 2:00 pm on August 31, 2011 at Sound Transit’s Reception, 401 S. Jackson St., Seattle Washington 98104. A public opening will immediately follow. Proposal Forms shall be (1) addressed to Sound Transit, David A. Christianson, Sr. Construction Contracts Specialist and (2) show the project name, submittal deadline date and time, and the name and address of the Proposer.

B. A Proposer may withdraw its Final Price Offer by submitting a written request to the address noted in paragraph above before the submittal deadline. Sound Transit will return the Proposal Form unopened.

6. **LATE SUBMISSIONS**

A. Any Final Proposal Form, proposal modification, or request to withdraw a Proposal that is received after the deadline set forth herein will not be considered.

B. The only acceptable evidence to establish the time of receipt at the office designated in this RFFP is the time/date stamped or printed by Sound Transit on the bid envelope or package.

7. **SMALL BUSINESS AND DISADVANTAGED BUSINESS ENTERPRISE (SB/DBE) GOALS**

SB/DBE goals have been established for the GC/CM Construction Contract as delineated in the RFQ/PA.

8. **APPRENTICESHIP UTILIZATION REQUIREMENTS**

Consistent with the Apprentice Utilization Program referenced in the RFQ/PA and made available to Proposers, the GC/CM shall use good faith efforts to utilize apprentices registered with the
Washington State Apprenticeship and Training Council for twenty percent (20%) of the total Contract labor hours utilized on the Project.

9. **FINAL SELECTION**

Final selection of a GC/CM for performing preconstruction services and for MACC negotiations will be made consistent with the requirements set forth in the RFQ/PA.

10. **PRECONSTRUCTION SERVICES AGREEMENT**

   A. **Scope of Work**

   Sound Transit intends to negotiate and execute a Preconstruction Services Contract with the selected GC/CM. Sound Transit has identified a draft scope of work for the Preconstruction Services in Attachment D of the RFQ/PA that will, along with the selected contractor's Preconstruction Services Work Plan, serve as the basis for negotiating the final scope of work and contract amount for Preconstruction Services with the GC/CM.

   B. **Work Plan Deadline**

   If the Proposer fails to provide a draft Preconstruction Services Work Plan to Sound Transit within seven (7) days of notification of its selection, Sound Transit may select the next highest ranked firm for entering into a Preconstruction Services Contract.

   C. **MACC Negotiations and GC/CM Fee**

   If Sound Transit enters into a Preconstruction Services Agreement with a Proposer and a MACC is successfully negotiated, the GC/CM Fee for purposes of the subsequent GC/CM Construction Contract will be calculated using the GC/CM Fixed Percentage Fee stated by the Proposer on its Final Proposal Form multiplied by the actual successfully-negotiated MACC.

11. **MACC NEGOTIATIONS AND GC/CM CONSTRUCTION CONTRACT**

   A. If Sound Transit enters into a Preconstruction Services Agreement with a Proposer and a MACC is successfully negotiated, the GC/CM Fee for purposes of the subsequent GC/CM Construction Contract will be calculated using the GC/CM Fixed Percentage Fee stated by the Proposer on its Final Proposal Form multiplied by the actual successfully-negotiated MACC.

   B. If a MACC is successfully negotiated with the successful Proposer, and subject to Sound Transit Board approval, the successful proposer and Sound Transit will enter into a GC/CM Construction Contract.

   C. The MACC Risk Contingency percentage for this contract is 2.5% of the Maximum Total Subcontract Package Cost at the time of execution of the Construction Contract.

   D. Should the GC/CM Contractor and Sound Transit not agree on a MACC, Sound Transit may cancel the negotiations and begin negotiations with the next highest ranked Proposer. Should Sound Transit choose to cancel the negotiations upon failure to agree upon a MACC, such cancellation will be effective upon receipt of written notification by the GC/CM Contractor. GC/CM Contractor shall not be reimbursed for the MACC negotiations; however, the GC/CM Contractor will be paid in accordance with the Preconstruction Services Agreement for any preconstruction work performed prior to the date the Preconstruction Services Agreement is terminated. GC/CM Contractor shall not be entitled to any other compensation, damages, loss of profits, or payment of any kind.

12. **PRICE OFFER AMOUNTS**

   A. After Final Proposals have been opened and the price offer amounts read, the calculation of the GC/CM Fee amount will be checked for correctness. A discrepancy between the
percentage and the GC/CM Fee amount shall be resolved by accepting the percentage as correct and making any necessary adjustment in the GC/CM Fee amount. Sound Transit shall mathematically correct, where necessary, the summation of the Final Price Offer Amount.

B. The Proposer’s GC/CM Fixed Percentage Fee and fixed amount for Specified General Conditions as included on the Final Price Offer Form shall be valid until execution of the GC/CM Construction Contract between Sound Transit and the selected GC/CM Contractor, and shall be included as part of the Total Contract Cost.
2.0 – Final Proposal Form

FINAL PROPOSAL FORM

TO: Sound Transit
Seattle, Washington 98104

The undersigned submits the following Final Price Offer Amount:

FINAL PRICE OFFER:

Pursuant to and in compliance with the Request for Final Proposals (RFFP), the undersigned certifies, having carefully examined the Contract Documents and conditions affecting the work, and being familiar with the Project and site; proposes to furnish all labor, materials, equipment and services necessary to complete the work, as follows:

<table>
<thead>
<tr>
<th>Description of Price Offer Item:</th>
<th>GC/CM Fixed Percentage Fee</th>
<th>Total Estimated MACC</th>
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<tbody>
<tr>
<td>GC/CM Fee</td>
<td>(1) ___________%</td>
<td>$89,000,000.00</td>
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<tr>
<td>(GC/CM Fixed Percentage Fee x Total Estimated MACC)</td>
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<td>(Year of Expenditure dollars)</td>
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<tr>
<td>Fixed (Lump-Sum) Amount for Specified General Conditions Work</td>
<td>(3) $_____________</td>
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Final Price Offer Amount = (2) + (3):

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SALES TAX:

Proposers shall include in the Price Offer Amounts all taxes imposed by law. Sound Transit has determined that it is exempt from retail sales tax on all of the Work to be performed under the agreements and contracts to be executed based on this procurement pursuant to RCW 82.04.050(8) and WAC 458-20-171 (“Rule 171). Pursuant to Rule 171 Proposer will be considered the consumer of all materials, equipment and supplies, including prefabricated and pre-cast items, purchased, used or consumed by them in performing the Work; and Proposers must pay the applicable sales/use tax on all taxable items. All amounts entered by the Proposer on the Final Price Offer Form shall include all retail sales tax applicable to the preconstruction services work and the Specified General Conditions Work. However, retail sales tax to be paid by subcontractors performing the work covered by the MACC will be included in the negotiated MACC.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The undersigned agrees, if awarded the Preconstruction Services Contract and upon successful negotiation and execution of the GC/CM Construction Contract, to complete the Work of such contracts within the number of calendar days specified in the contract documents, and also agrees to the amounts specified for Liquidated Damages in Section 011216.

_____________________________
Initials of Proposer’s Representative
CONTRACT AND BOND:

Payment and Performance bonds will be required in the amount of the Total Contract Cost. For the purpose of calculating the costs of the Payment and Performance Bonds and insurance, the Proposer shall assume an estimated MACC as referenced on this Final Price Offer Form.

If a MACC is agreed to between Sound Transit and Proposer, a Total Contract Cost (TCC) will be established by Sound Transit consisting of the negotiated MACC, the GC/CM Fee amount based on the GC/CM Fixed Percentage Fee entered above multiplied by the negotiated MACC, and the fixed dollar amount offered above for Specified General Conditions Work. The undersigned agrees to execute a contract for the above work for the TCC on the GC/CM Construction Contract form, and to furnish Payment and Performance Bonds and evidence of insurance as required by the Contract Documents.

<table>
<thead>
<tr>
<th>Proposer’s Business Name:</th>
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<tr>
<td>Type of Business:</td>
</tr>
<tr>
<td>☐ Sole Proprietorship  ☐ Partnership  ☐ Corporation (State of Incorporation:___)  ☐ Other</td>
</tr>
<tr>
<td>Business Address:</td>
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<tr>
<td>Business Telephone Number:</td>
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<tr>
<td>State of Washington numbers for the following:</td>
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<tr>
<td>Contractor Registration No.:</td>
</tr>
<tr>
<td>Receipt is hereby acknowledged of RFFP Addenda No(s).: _____ _____ _____ _____ _____</td>
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</tbody>
</table>

REPRESENTATIVE AUTHORIZED TO SIGN FOR PROPOSER:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date:</th>
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</thead>
<tbody>
<tr>
<td>Print Name and Title</td>
<td>Location or Place Executed:  (City, State)</td>
</tr>
</tbody>
</table>

END OF SECTION

Initials of Proposer’s Representative
Preconstruction Services Agreement
Between
The Central Puget Sound Regional Transit Authority
And
{Insert Company Name}
FOR
University Link Systems Construction
University Link Light Rail
RTA/LR 148-10

Contract No. U830
GC/CM Preconstruction Services Contract
FOR
University Link Rail Project
University Link Systems Construction

CONTRACT NO. RTA/LR 148-10

THIS AGREEMENT, made and entered into this _____ day of ____________, 20______, by and between the Central Puget Sound Regional Transit Authority, with a place of business at 401 S Jackson Street, Seattle, Washington 98104-2826 (hereinafter referred to as "Sound Transit") and {insert Company Name} a {state of license} {corporation/partnership/etc.} with a place of business at ________________________ (hereinafter referred to as the "GC/CM Consultant").

THIS AGREEMENT is funded in part under a financial assistance agreement between Sound Transit and the U.S. Department of Transportation, Federal Transit Administration ("FTA"). This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement, including, but not necessarily limited to, the provisions made a part of, this Agreement.

WHEREAS, Sound Transit desires to retain the GC/CM Consultant to perform certain professional preconstruction services as the first step of an anticipated GC/CM construction contract to build the University Link Systems (the "Project").

NOW, THEREFORE, in consideration of the terms and conditions contained or incorporated herein, Sound Transit and the GC/CM Consultant agree as follows:

SECTION 1   DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

A. The "GC/CM Consultant" shall mean the entity with which this Agreement is entered into. The GC/CM Consultant shall designate an authorized representative who is empowered to execute documents, receive notice and otherwise act on behalf of and as an agent of the GC/CM Consultant.

B. The "Central Puget Sound Regional Transit Authority" or "Sound Transit" is the public transit authority organized under the laws of the state of Washington charged with developing light rail, commuter rail and other public transit facilities in the Puget Sound Region.

C. The "Federal Transit Administration" or "FTA" is the federal agency which is providing partial funding for Sound Transit's work.

D. The "Contract Documents" means the writings embodying the legally binding obligations between Sound Transit and the GC/CM Consultant for completion of the preconstruction portion of the Project. The Contract Documents that comprise this Agreement consist of
the following documents and are incorporated herein in the following order of
precedence:

1. Change Orders and Amendments

2. This Agreement, dated ____________, including the following Exhibits:
   b. Exhibit B, Preconstruction Scope of Work, dated ____________
   c. Exhibit C, Summary of Fees, dated ____________
   d. Exhibit D, Budget Baseline, dated ______________
   e. Exhibit E, Project Control Baseline, dated ____________
   f. Exhibit F, Schedule Baseline, dated ____________
   g. Exhibit G, Key Personnel, dated ____________
   h. Exhibit H, List of Subconsultants, dated __________
   i. Exhibit I, Organizational Chart, dated ____________
   j. Exhibit J, Overhead Rates Table, dated __________
   k. Exhibit K, Certification Regarding Lobbying by GC/CM Consultant,
dated __________
   l. Exhibit L, Certification Regarding Debarment, Suspension, and other
Responsibility Matters, dated __________
   m. Exhibit M, Free Competitive Proposing Affidavit
   n. Exhibit N, Small Business Commitment Form, dated __________

3. The documents the GC/CM Consultant submitted in response to the Request for
Qualification and Proposed Approach (RFQ/PA) and the price offer submitted in
response to the Request for Final Proposals (RFFP).

4. The RFQ/PA and RFFP related to the Project.

E. The "Preconstruction Scope of Work" describes the GC/CM Consultant's obligations for
performance of work under this Agreement and is embodied in the following:

1. Preconstruction Scope of Work, Exhibit B
2. Budget Baseline, Exhibit D
3. Project Control Baseline, Exhibit E
4. Schedule Baseline, Exhibit F

F. The "Preconstruction Scope of Work", Exhibit B, identifies specific tasks to be performed
by the GC/CM Consultant.
G. The "Budget Baseline", Exhibit D, identifies fiscal data, related to the tasks identified in the Work Plan.

H. The "Project Control Baseline", Exhibit E identifies tracking and monitoring data for each task identified in the Work Plan, including but not limited to the following:
   1. Identification of task.
   2. Identification of task by Work Breakdown Structure ("WBS") index.
   3. Identification of firms that will perform specific tasks.
   4. Budget hours allocated to the task.
   5. Deliverables to be produced.

I. The "Schedule Baseline", Exhibit F identifies schedule information, for the tasks identified in the Work Plan.

J. "Reference Documents" are documents regarding Sound Transit procedures, policies, financial documents, resolutions, correspondence, memoranda relating to Sound Transit business or the Project, including studies and reports prepared specifically for the Project by Sound Transit or Sound Transit's Consultants.

K. "Change Order" or “Amendment” is a written order issued by Sound Transit making changes in the Scope of Work, Contract terms, and/or adding Additional Work.

L. “Disadvantaged Business Enterprise” or “DBE” is a business that has been certified as eligible to participate as a DBE by the Washington State Office of Minority and Women Business Enterprise (OMWBE).

M. “Small Business” is a business that (1) is organized for profit; (2) has a place of business in the United States; (3) makes a significant contribution to the U.S. economy by paying taxes or using American products, materials or labor; and (4) for its industry, does not exceed the numerical size standard established by the federal Small Business Administration pursuant to 13 Code of Federal Regulations Part 121.

SECTION 2 ADMINISTRATION AND SUPERVISION

A. The work and services under this Agreement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1F, as amended. U.S. Department of Transportation’s level of financial assistance may be between zero and eighty percent (0-80%). This Agreement is subject to certain federal laws, regulations, and other requirements in effect on the date of execution of this Agreement. Sound Transit and the GC/CM Consultant agree that such federal laws, regulations, and other requirements supersede any conflicting provisions of this Agreement.

B. The GC/CM Consultant represents that it has, or will obtain, all personnel necessary to perform the services required under this Agreement and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by laws and regulations to perform such services. All services required under this Agreement shall be performed by the GC/CM Consultant or a subconsultant of the GC/CM Consultant.
The GC/CM Consultant will remove from the Project any personnel assigned to the Project if, after the matter has been thoroughly considered by Sound Transit and the GC/CM Consultant, Sound Transit considers such removal necessary and in the best interests of the Project and so advises the GC/CM Consultant in writing.

C. The Project must be coordinated and integrated with other Sound Transit construction activities. Management on a daily basis of the progress of work on Project tasks shall be performed by an employee of Sound Transit, hereinafter called the "Project Manager". The Project Manager, in conjunction with the Contract Specialist, shall be responsible for issuing notices, authorizations, changes and modifications to or for this Agreement and the work performed under it.

D. Sound Transit and the GC/CM Consultant have designated certain personnel as "Key Personnel" and such personnel are identified in Exhibit G, Key Personnel. The GC/CM Consultant shall not remove or change assignments of the Key Personnel without the prior written consent of Sound Transit. The GC/CM Consultant shall not reduce or otherwise revise the level of effort described for the Key Personnel without the prior written consent of Sound Transit.

SECTION 3 TERM

Sound Transit hereby retains the GC/CM Consultant upon the terms and conditions contained herein to perform certain work and services on the Project, commencing on the date of execution of this Agreement. A Notice to Proceed with Preconstruction Services will be issued after execution of this Agreement. The term of the Agreement shall be through completion of the Preconstruction Scope of Work.

SECTION 4 SCOPE OF WORK

A. The scope of work is defined by Exhibit B, Preconstruction Scope of Work and the initial project control report shall be the Project Control Baseline.

B. Concurrently, with the development of the Project Control Baseline, a budget and schedule will be developed, using formats approved by Sound Transit. The initial budget will be the Budget Baseline and the initial schedule will be the Schedule Baseline. The Budget Baseline and Schedule Baseline shall be updated via change orders pursuant to Section 5, Changes in the Project and Additional Work. Updated project control reports and schedule reports must be submitted with each invoice for payment.

C. Sound Transit shall make available to the GC/CM Consultant, without cost, copies of reference documents related to the Project that are readily available and on file at Sound Transit. Except as specifically provided herein or in the Work Plan, these documents are available solely as additional information to the GC/CM Consultant and do not relieve the GC/CM Consultant of its duties and obligations under this Agreement nor constitute any representation or warranty by Sound Transit.

SECTION 5 CHANGES IN THE PROJECT AND ADDITIONAL WORK;
SUPPLEMENTAL SERVICES

A. Sound Transit may, at any time, request that the GC/CM Consultant perform additional work beyond that identified in the Preconstruction Scope of Work, hereinafter referred to as "Additional Work." Compensation for each such request for Additional Work will be negotiated by Sound Transit and the GC/CM Consultant. The GC/CM Consultant shall
not perform any Additional Work until Sound Transit has approved the work in writing and has agreed to the price to be paid for such work in writing.

B. Compensation for Additional Work will be negotiated by Sound Transit and the Consultant consistent with the compensation provisions set forth herein and, if authorized, shall be considered part of the Project work. The Consultant shall not perform any Additional Work until authorized by Sound Transit in writing.

SECTION 6 RESPONSIBILITY OF THE GC/CM CONSULTANT

A. The GC/CM Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all work identified in the Preconstruction Scope of Work.

B. Sound Transit's approval of any work or other products of the services rendered hereunder shall not in any way relieve the GC/CM Consultant of responsibility for the technical adequacy or accuracy thereof. Neither Sound Transit's review, approval, acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement.

C. The GC/CM Consultant accepts the relationship of trust and confidence established by this Agreement and covenants to cooperate with Sound Transit and its consultants through performance of the work of this Agreement and to utilize the GC/CM Consultant's best skill, effort, and judgment in furthering the interests of Sound Transit; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work of this Agreement in the most expeditious and economical manner consistent with Sound Transit's interests. The GC/CM Consultant recognizes that Sound Transit has separate agreement for civil and systems design services to design the Project, and that in order for the Project to be completed on time and within budget, the GC/CM Consultant and the designers and Sound Transit will have to closely cooperate on a regular basis to revise plans, Drawings, Specifications, materials, methods, estimates, schedules, and budgets necessary to meet Sound Transit's financial constraints.

D. The GC/CM Consultant shall actively participate in the finalizing of the Construction Documents prior to construction. The GC/CM Consultant shall provide consulting expertise to ensure that the Project scope, construction budget, and Project schedule are met. The GC/CM Consultant shall provide the appropriate professional personnel that were named in response to the RFQ/PA and are included in Exhibit F to this Agreement and other such personnel as necessary to perform the Preconstruction Scope of Work, including but not limited to, a professional project manager or higher level person to attend all meetings described herein and provide or oversee the services the GC/CM Consultant is obligated to perform to ensure development of the most functional, constructible, and cost-effective Project.

E. **Maximum Allowable Construction Cost (“MACC”) Negotiations.** MACC negotiations will occur when the project construction documents are at least ninety percent (90%) complete as mutually determined by the GC/CM Consultant and Sound Transit. MACC negotiations will take place prior to execution of the GC/CM Construction Contract. The GC/CM Consultant's MACC estimate shall be completed no later than six weeks from receipt of the construction documents to be used for MACC negotiations. MACC negotiations shall be completed within 60 days of the receipt of the GC/CM's
Consultant’s Final Construction Cost Estimate. If a MACC is successfully negotiated and Sound Transit’s Board of Directors approves entry into a GC/CM construction contract, the parties will sign a GC/CM Construction Contract. **Work to prepare for and conduct MACC negotiations is not a part of the work contemplated in this Agreement and will not be paid for by Sound Transit.**

F. **Failure to Negotiate MACC.** Should the GC/CM Consultant and Sound Transit not agree on a MACC that Sound Transit determines to be fair and reasonable, Sound Transit may cancel the negotiations and proceed as otherwise allowed by law. Should Sound Transit choose to cancel the negotiations upon failure to successfully negotiate a MACC, such cancellation will be effective upon receipt of written notification to the GC/CM Consultant. The terms of this Contract will remain in effect until terminated by Sound Transit. If for any reason Sound Transit and the GC/CM Consultant do not enter into a construction contract, the GC/CM Consultant shall have no recourse whatsoever against Sound Transit for such failure to enter into a construction contract.

SECTION 7 SUBCONTRACT BID PACKAGE DEVELOPMENT

A. The GC/CM Consultant shall not, in the performance of the work under this Agreement, develop subcontract bid packages or recommend design changes that would require the use of structures, machines, products, materials, construction methods, equipment, or processes which the GC/CM Consultant knows to be available only from a sole source, unless the GC/CM Consultant has adequately justified the use of a sole source in writing and receives written approval from Sound Transit.

B. As part of the subcontract bid package development process, the GC/CM Consultant shall report to Sound Transit the current and projected progress towards achievement of the Small and Disadvantaged Business Enterprise Goals for the Contract.

SECTION 8 COMMENCEMENT AND COMPLETION OF PROJECT WORK

A. After execution of this Agreement, Sound Transit will issue a written Notice to Proceed for preconstruction services on the Project.

B. Time is of the essence in the performance by the GC/CM Consultant under this Agreement. The GC/CM Consultant shall complete its work and services within the durations established by the Project schedule, including the established completion dates set forth in the Preconstruction Scope of Work. The completion dates for tasks may be modified only upon written agreement of the parties hereto.

C. During performance under this Agreement, the Consultant shall manage its performance such that all services are provided and performed in a cost-effective and efficient manner. Task budgets are established in the Scope of Work. The Consultant shall complete all work and services within said task budgets. Task budgets may be modified only upon written authorization of Sound Transit’s Project Manager.

SECTION 9 REPORTING REQUIREMENTS

A. No later than the **10th day** of the month, the GC/CM Consultant shall submit an invoice for payment consistent with Section 10 (Compensation).
B. All other reports shall be provided as specified in Exhibit B, Preconstruction Scope of Work.

SECTION 10 COMPENSATION

A. Subject to the provisions set forth in this Agreement, the GC/CM Consultant will be paid on a monthly basis by Sound Transit for authorized and satisfactorily completed work and services rendered under this Agreement. Such payment shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals. The amount to be paid to the GC/CM Consultant shall be computed as hereinafter set forth; provided, that such payment shall not exceed a maximum amount of _______________ DOLLARS ($______________) (hereinafter called the "Total Price"), which includes all costs and fees associated with this Agreement, subject only to authorized adjustments as specifically provided in this Agreement. In the event the GC/CM Consultant incurs costs in excess of the Total Price, adjusted as provided herein, the GC/CM Consultant shall pay such excess from its own funds and Sound Transit shall not be required to pay any part of such excess and the GC/CM Consultant shall have no claim against Sound Transit on account thereof.

B. Compensation for work and services shall be on a cost plus fixed fee basis but not to exceed the Total Price. Compensation shall be the sum of direct labor costs, indirect costs, other direct costs, and a fixed professional fee, as described below. Costs to be paid are identified on the "Summary of Fees" form, which is attached hereto as Exhibit C and incorporated herein by this reference, and comprise the following:

1. Direct Labor Costs. Direct labor costs shall be the total number of hours worked on the Project by each employee multiplied by the regular time rate for such employee’s labor category. Contract Labor Rate increases shall not be allowed. No premium rates of pay or overtime in excess of 40 hours per week shall be paid by Sound Transit on the work and services performed by the GC/CM Consultant without prior written approval of Sound Transit Project Manager.

2. Indirect Costs. Indirect costs shall be the product of all direct labor costs multiplied by an overhead rate. The parties agree that overhead rates as negotiated in Exhibit J shall be used during the term of this Agreement.

3. Other Direct Costs: Other direct costs shall be the sum of the costs identified in this subparagraph 3. The GC/CM Consultant shall submit accounting data identifying all direct costs for which payment is requested. The GC/CM Consultant shall not request and Sound Transit shall not pay any markup on actual direct costs.

a. Travel costs including transportation, lodging, subsistence and incidental expenses incurred by employees of the GC/CM Consultant and each of its subconsultants while in travel status (a trip originating 50 miles beyond Sound Transit boundaries) in connection with Project work. All expenses must be approved in advance by Sound Transit and supported by itemized receipts, logs, expense reports, etc. Employees identified by the GC/CM Consultant and approved as commuters by Sound Transit are authorized for reimbursement of actual expenses described below in the Travel Status subsection for up to 15 calendar days, then will be
reimbursed for expenses as identified in the Commuter Status subsection below. Allowable and unallowable expenses are as follows:

**Local Travel:**

1. Travel for local firms on Sound Transit business including mileage, parking and meals is not considered a reimbursable cost unless expressly authorized in writing by Sound Transit. Authorization must be received in advance of said travel.

2. Sound Transit does not reimburse for travel, parking, etc, to or from Sound Transit’s main office or Sound Transit’s satellite office for any work related to this agreement. This includes full time and part time employees.

**Travel Status (50 Mile Rule):** An employee of the GC/CM Consultant, subconsultant, or any other key individual who has been designated as an approved commuter, is entitled to reimbursement of lodging expenses when the temporary duty station is located more than 50 miles (most direct route) of the closer of either the traveler’s official residence or official station.

1. Local travel shall by bus, taxi or compact rental car.

2. A maximum approved IRS per-mile rate will be paid for the operation, maintenance, and depreciation costs of the company or individually owned vehicles for that portion of time they are used for Project work.


4. Air travel shall be by coach class at the lowest price available.

**Commuter Status:** An employee of the GC/CM Consultant, subconsultant, or any other key individual who has not relocated to the Seattle Metropolitan area and is working full time on a Sound Transit project. Authorization to Commuter Status requires written approval by Sound Transit. Reimbursement of commuter costs is as follows:

1. A monthly allowance of $2,000 per month shall be reimbursed to approved commuters subsequent to the month earned. The allowance shall constitute reimbursement of all costs including, but not limited to: rent, deposits, furniture rental, utilities, hotel parking, rental car, meals, mileage, taxi, airfare, gasoline, etc. A monthly expense report is required for reimbursement, but an itemized list and receipts are not required.

2. The Commuter Status expenses shall not exceed $20,000 for the position over the life of the contract and subsequent contract
extensions, even if the individual(s) in the position(s) change. Once the limit of $20,000 has been expended for the position over the life of the contract, Commuter Status may not be converted to Relocation Status.

(3) The first and last month’s commuter allowance shall be prorated.

**Relocation Status:** An employee of the GC/CM Consultant, subconsultant, or any other key individual who has relocated to the Seattle Metropolitan area to work full time on a Sound Transit project. Authorization to Relocation Status requires written approval by Sound Transit.

(1) Relocation expenses shall not exceed $15,000 as defined in the FAR Title 48, Part 31.205-35.

(2) Sound Transit will not approve Relocation Status for an employee of the GC/CM Consultant, subconsultant or other key individual who previously filled a position approved under Commuter Status.

b. Cost for equipment, materials, and supplies including, but not limited to: approved equipment rental, telephone, and cable expenses; reproduction costs including blueprinting, photographing, telecopying, photocopying, printing; express delivery charges; commercial printing, binding, artwork, and models; and computer programming and keypunching costs.

(1) In-house photocopying and local fax copies are reimbursed at not to exceed $0.10 per copy for letter and legal size pages. Itemized logs are required for reimbursement.

c. Authorized subcontract services; provided that the limitations set forth in item “a” above shall be applicable to such subcontract services.

d. Other direct costs, if any, not included above but which had prior written approval by Sound Transit.

4. **Fixed Professional Fee (Profit):** Sound Transit shall pay the GC/CM Consultant a fixed professional fee (profit), which amount shall not exceed a maximum total sum of ___________________ DOLLARS ($__________) and is included in the Total Price set forth above. It is understood and agreed that the fee is a fixed amount that cannot be exceeded because of any differences between the Total Price and actual costs of performing the work required by this Agreement, and in no event shall payments to the GC/CM Consultant exceed said Total Price, adjusted as provided herein. It is further understood and agreed that the fixed fee is only due and payable for Project work for which Sound Transit has given Notice To Proceed and for which the GC/CM Consultant has satisfactorily completed. The fixed fee will be prorated and paid monthly in proportion to the Project work satisfactorily completed. The proportion of work completed shall be documented by invoices and shall be determined by a ratio of the total costs to date compared to the Total Price, less profit. A payment for an individual month shall include that approved portion of the fixed fee allocable to the Project work satisfactorily completed during said month and not previously paid. Any portion of the fixed fee not previously paid in the monthly payments
shall be included in the final payment. The method of proration may be adjusted by Sound Transit to reflect deletions or amendments in the Project work that are approved as herein described.

Sound Transit may permit an increase in Fixed Fee only due to a change in or to "Additional Work" that is an increase in scope. Fixed Fee shall not be increased for additional level of effort.

5. **Audit and Access to Records**, proposed rates shall be subject to a Sound Transit audit of submitted data.

C. No later than the date specified in Section 9, Reporting Requirements, the GC/CM Consultant shall submit to Accounts Payable an invoice for payment for Project work completed to the end of the previous month. Such invoices shall be for work performed subsequent to that work covered by all previously submitted invoices and shall be computed pursuant to the rates and limitations set forth herein above. Invoices shall detail the work, hours, and employee name and level for which payment is being requested, and shall itemize, with receipts and invoices attached, the Other Direct Costs for which reimbursement is being requested. Within 30 calendar days of receipt of an invoice and upon approval of the work satisfactorily completed and amount billed, Sound Transit will pay the invoice as approved. At no time shall the total cumulative amounts paid for Project work exceed the total that would be due upon the completion of all Project work multiplied by the percentage of the required work satisfactorily completed, as determined by Sound Transit. Copies of all invoices submitted by the authorized subcontractors, associates or subconsultants shall be submitted to Sound Transit. The GC/CM Consultant shall notify the Project Manager in writing no later than 10 business days after expending 75% of the total contract amount of such expenditure. Additionally, a memo or letter shall be submitted to the Project Manager and the Contract Specialist providing notice of any changes in personnel, job classifications, and pay rates for staff being billed to the Agreement.

D. With each invoice for payment, including final payment, the GC/CM Consultant shall submit a report identifying and detailing the amounts actually paid to each subconsultant, including DBEs and Small Businesses, under this Agreement. Such reports shall include the percentage of total participation by DBEs and Small Businesses for the prior month and cumulative to date, as determined by amounts paid and total amounts of subcontracts. Such report shall be submitted in the format and on a form provided by Sound Transit. Payments shall not be made to the GC/CM Consultant until such reports have been properly submitted and reviewed by Sound Transit.

E. The GC/CM Consultant will be paid on a monthly basis by Sound Transit for authorized and satisfactorily completed work and services rendered under this Agreement. Such payment shall be full compensation for work performed and services rendered.

F. Final payment of any balance earned by the GC/CM Consultant for Project work will be made within 60 calendar days after all of the following:

1. Satisfactory completion of all work required by this Agreement;

2. Receipt by Sound Transit of the plans, studies, surveys, photographs, maps, calculations, notes, reports and all other documents that are required to be prepared and submitted by the GC/CM Consultant under this Agreement;
3. Delivery of all equipment/materials purchased specifically for the project where Sound Transit has reimbursed the GC/CM Consultant for such costs;

4. Receipt by Sound Transit of a fully executed final statement of amounts paid to and owed to each subconsultant and supplier under this Agreement;

5. Such audit and verification as Sound Transit may deem necessary; and,

6. Execution and delivery by the GC/CM Consultant of a release of all claims against Sound Transit arising under or by virtue of this Agreement, other than such claims, if any, as may be specifically exempted by the GC/CM Consultant from the operation of the release in stated amounts to be set forth therein.

G. No payment, whether monthly or final, to the GC/CM Consultant for any Project work shall constitute a waiver or release by Sound Transit of any claims, rights, or remedies it may have against the GC/CM Consultant under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by Sound Transit of any failure or fault of the GC/CM Consultant to satisfactorily perform the Project work as required under this Agreement.

SECTION 11 SUBCONTRACTS

A. Any subconsultants and outside associates or consulting firms or individuals, including any substitutions thereof, required by the GC/CM Consultant in connection with services to be provided under this Agreement will be subject to prior authorization by Sound Transit. The GC/CM Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing subcontract work.

B. Sound Transit hereby authorizes the GC/CM Consultant to subcontract with the persons and firms listed in Exhibit G, List of Subconsultants.

C. The GC/CM Consultant shall submit each subconsultant agreement to Sound Transit for review prior to the Subconsultant proceeding with the work. The GC/CM Consultant shall ensure each subconsultant agreement includes all provisions required by this Agreement. The GC/CM Consultant shall bear full responsibility for delays in performing the work if the subconsultant agreement fails to include all applicable provisions.

D. The GC/CM Consultant shall submit monthly reports, as indicated in Section 9, Reporting Requirements, detailing all work completed by subconsultants during the preceding month and copies of all invoices relating thereto.

SECTION 12 LIABILITY AND INDEMNIFICATION

A. The GC/CM Consultant shall comply, and shall require its subconsultants to comply, with all Sound Transit resolutions, motions and federal, state, and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.

C. In performing work and services hereunder, the GC/CM Consultant and its subconsultants, employees, agents, and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of Sound Transit in any manner whatsoever. The GC/CM Consultant shall not hold itself out as, nor claim to be, an officer or employee of Sound Transit by reason hereof and will not
make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of Sound Transit. The GC/CM Consultant shall be solely responsible for any claims for wages or compensation by GC/CM Consultant employees, agents, and representatives, including subconsultants, and save and hold Sound Transit harmless therefrom.

D. The GC/CM Consultant shall indemnify, defend and hold Sound Transit harmless for any costs and pay any damages or judgments related to any claim brought by any person employed in any capacity by GC/CM Consultant, subconsultants, or any agency on the Project, with respect to the payment of wages, salaries, or other compensation or benefits, including but not limited to benefits such as medical, health, retirement, vacation, sick leave, etc.

E. To the maximum extent permitted by law or the provisions of this Section, the GC/CM Consultant agrees to release, indemnify and save harmless Sound Transit, its successors and assigns, and its and their shareholders, officers, officials, directors, GC/CM Consultants, and employees, (collectively “the Indemnified Parties”) from and against any liability including any and all suits, claims, actions, losses, costs, penalties, response costs, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to the GC/CM Consultant's performance of this Agreement or the Work; provided, however, that if the provisions of RCW 4.24.115 apply to the Work and any such injuries to persons or property arising out of performance of this Agreement are caused by or result from the concurrent negligence of the GC/CM Consultant or its Subconsultants, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the GC/CM Consultant, its Subconsultants, agents or employees.

THE GC/CM CONSULTANT SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE GC/CM CONSULTANT'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE GC/CM CONSULTANT SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR GC/CM CONSULTANT OR A SUBCONSULTANT UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE GC/CM CONSULTANT RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, GC/CM CONSULTANT'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST GC/CM CONSULTANT BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY GC/CM CONSULTANT'S EMPLOYEE DIRECTLY AGAINST GC/CM CONSULTANT.

F. The GC/CM Consultant further agrees to assume the defense of the Indemnified Parties with legal counsel acceptable to Sound Transit, whose acceptance shall not be unreasonably withheld, in all legal or claim proceedings arising out of, in connection with, or incidental to the performance of this Agreement or the Work. The GC/CM Consultant shall pay all defense expenses, including attorneys' fees, expert fees, and costs
(collectively "defense costs") incurred directly or indirectly on account of such litigation or claims, and the GC/CM Consultant shall satisfy any judgment rendered in connection therewith. In the event that any lien is placed upon the property of any of the Indemnified Parties as a result of such suits or legal proceedings, the GC/CM Consultant agrees to immediately cause the same to be dissolved and discharged by giving bond or otherwise. The GC/CM Consultant may settle any suit, claim, action, loss, cost, penalty, or damages, subject to the approval of Sound Transit, whose approval shall not be unreasonably withheld, if such settlement completely and forever extinguishes any and all liability of the Indemnified Parties. In the event of litigation between the parties to enforce the rights under this Section, reasonable attorney fees shall be allowed to the prevailing party.

G. GC/CM Consultant further agrees that any review and/or approval by Sound Transit and/or others hereunder shall not relieve GC/CM Consultant of any of its obligations to perform to generally accepted professional standards applicable to the types of services and work provided hereunder or in any way diminish its liability for the performance of such obligations or its obligations to provide the indemnities hereunder.

H. The foregoing indemnities and duties to defend shall survive the termination of this Agreement and final payment hereunder, and are in addition to any other rights or remedies which Sound Transit and/or any of the Indemnified Parties may have by law or under this Agreement. In the event of any claim or demand made against any Indemnified Party hereunder, Sound Transit may, in its sole discretion, reserve, retain or apply any monies due to the GC/CM Consultant under the Agreement for the purpose of resolving such claims; provided, however, that Sound Transit may release such funds if the GC/CM Consultant provides Sound Transit with adequate assurance of the protection of Sound Transit's and the other Indemnified Parties' interests.

I. The GC/CM Consultant shall not assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by Sound Transit; provided, however, that claims for money due or to become due to the GC/CM Consultant from Sound Transit under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such claim assignment shall be furnished promptly to Sound Transit.

J. Sound Transit's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

K. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. Subject to the provisions herein regarding exhaustion of administrative remedies, the Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

SECTION 13 INSURANCE

A. Insurance Requirements: The GC/CM Consultant shall at its sole cost and expense, obtain and maintain during the entire term of this Agreement the minimum insurance set forth below. In the event the GC/CM Consultant is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately. By requiring such minimum insurance, Sound Transit shall not be deemed or construed to have assessed
the risks that may be applicable to the GC/CM Consultant under this Agreement. The GC/CM Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The fact that insurance is obtained by GC/CM Consultant shall not be deemed to release or diminish the liability of GC/CM Consultant, including without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Sound Transit shall not be limited to the amount of the required insurance coverage.

1. **General Liability**: Commercial General Liability for bodily injury including death, personal injury and property damage coverage, with contractual and completed operations endorsements, utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least $2,000,000 per occurrence.

2. **Automobile Liability**: Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least $1,000,000 combined single limit.

Such liability insurance, identified in 1 and 2 above, shall be endorsed to name Sound Transit, its officers, directors, agents, and employees as additional insured with respect to the work under this Agreement.

3. **Professional Liability**: The GC/CM Consultant shall maintain Professional Liability insurance, affording limits of liability of $1,000,000 per claim/annual aggregate, for damages sustained by reason of or in the course of operations under the Agreement whether occurring by reason of acts failing to meet the standard of care required by this Agreement, negligent acts, or errors, or omissions of the GC/CM Consultant.

4. **Workers Compensation**: The GC/CM Consultant and subconsultant will secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The GC/CM Consultant and subconsultant will be responsible for Workers Compensation insurance for any subconsultant or subcontractor who provides work under subcontract.

If the GC/CM Consultant, and subconsultant, is qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to Sound Transit by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.

5. **Other Insurance**: Other insurance as may be deemed appropriate by Sound Transit; costs of which shall be borne by contracting parties as mutually agreed.

B. **Certificates and Policies**: Prior to commencement of Work for this Agreement, the GC/CM Consultant shall provide Sound Transit with certificates of insurance and endorsements showing insurance coverage in compliance with the foregoing Paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Sound Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference the contract number and title of this Contract** and will state that the GC/CM Consultant will provide 45 calendar days’ advance written notice to Sound Transit in the event the GC/CM Consultant insurance policies are cancelled, not renewed, or materially reduced in coverage.
Should the GC/CM Consultant neglect to obtain and maintain in force any of the insurance required in this Section, Sound Transit may suspend or terminate this Agreement. Suspension or termination of this Agreement shall not relieve the GC/CM Consultant from insurance obligations hereunder.

C. Taking into account the scope of work and services to be performed by a subconsultant, the GC/CM Consultant shall prudently determine whether, and in what amounts, each subconsultant shall obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of subconsultants shall, where appropriate and/or applicable, name Sound Transit as an additional insured.

D. The GC/CM Consultant and its insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against Sound Transit. The GC/CM Consultant and its insurers also waive their right of subrogation against Sound Transit for loss of its owned or leased property or property under its care, custody and control.

E. No provision in this Section shall be construed to limit the liability of the GC/CM Consultant for work not done in accordance with the Agreement, or express or implied warranties. The GC/CM Consultant's liability for the work shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.

F. The GC/CM Consultant may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Sound Transit.

G. The GC/CM Consultant warrants that this Agreement has been thoroughly reviewed by the GC/CM Consultant's insurance agent(s)/broker(s), who have been instructed by GC/CM Consultant to procure the insurance coverage required by this Agreement.

SECTION 14 WORK PRODUCT

The GC/CM Consultant agrees to deliver all work product, including without limitation all plans, drawings, designs, specifications, technical reports, operating manuals, notes, data, documentation, and computer software (in source code and object code form), in accordance with the schedule set forth in this Agreement. In the event of early termination of this Agreement, the GC/CM Consultant shall deliver all work product immediately upon such early termination at the then-existing stage of completion, and all aspects of the work product shall become the property of Sound Transit.

SECTION 15 DISPUTES AND REMEDIES

A. RESOLVING CONFLICTS: Sound Transit and the GC/CM Consultant agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations and the principles of Project Partnering by engaging in the following Dispute Resolution Process should any such disputes arise:

1. Level One - The Construction Manager for Sound Transit and the equivalent for the GC/CM Consultant involved in the work that gives rise to the dispute shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot do so, they pass the dispute to Level Two.
2. Level Two - The Project Director for Sound Transit and the equivalent for the GC/CM Consultant shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot do so, they pass the dispute to Level Three.

3. Level Three - Sound Transit’s Executive Director of Design, Engineering, and Construction Management will make a decision regarding the dispute, after conferring with the GC/CM Consultant as may be necessary.

In the event the GC/CM Consultant disagrees with the decision of the Executive Director, the disputes shall be referred to mediation as a condition precedent to the commencement of a civil action in the Superior Court of King County. At all times during the course of the conflict or dispute resolution efforts the GC/CM Consultant agrees to continue to perform the work with due diligence in accordance with the Agreement.

SECTION 16 NOTICE

Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party or twenty-four (24) hours after mailing to the place of business set forth below, whichever is earlier.

Sound Transit:  
401 South Jackson Street  
Seattle, Washington 98104-2826  
Attn:  Contract Specialist

GC/CM Consultant  
__________________________  
__________________________  
__________________________  
Attn:  

SECTION 17 SUSPENSION OF WORK

Sound Transit may order the GC/CM Consultant, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for a period of time that Sound Transit determines appropriate for the convenience of Sound Transit. The GC/CM Consultant shall immediately comply with such order and such compliance shall be in accordance with the order. The GC/CM Consultant shall immediately recommence work in accordance with Sound Transit's notice lifting the suspension, delay, stop work, or interruption order.

SECTION 18 TERMINATION OF AGREEMENT

A. Termination for Default

1. Sound Transit may terminate this Agreement, in whole or in part, in writing if the GC/CM Consultant substantially fails to fulfill any or all of its obligations under this Agreement through no fault of Sound Transit; provided, that, insofar as practicable, the GC/CM Consultant will be given: (1) not less than 10 calendar days' written notice delivered by certified mail, return receipt requested, of intent to terminate; and, (2) an opportunity for consultation with Sound Transit before termination. An opportunity for consultation shall not mean the GC/CM Consultant can prohibit Sound Transit's termination of the Agreement.

2. If Sound Transit terminates for default on the part of the GC/CM Consultant, Sound Transit shall determine the amount of work satisfactorily completed to the
date of termination and the amount owing to the GC/CM Consultant using the criteria set forth below; provided, that (1) no amount shall be allowed for anticipated profit on unperformed services or other work and (2) any payment due to the GC/CM Consultant at the time of termination may be adjusted to the extent of any additional costs Sound Transit incurs because of the GC/CM Consultant's default. This provision shall not preclude Sound Transit from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by letter of credit or other withheld payments.

B. Termination for Convenience

1. In addition to termination under Paragraph A of this Section, Sound Transit may terminate this Agreement, in whole or in part, in writing, for its convenience and/or lack of appropriations.

2. If Sound Transit terminates for convenience, Sound Transit will pay an amount for services satisfactorily performed to the date of termination.

C. Upon receipt of a termination notice under Paragraphs A or B above, the GC/CM Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) promptly deliver or otherwise make available to Sound Transit all data, drawings, specifications, calculations, reports, estimates, summaries, such other information and materials as the GC/CM Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress.

D. Upon termination under any Paragraph above, Sound Transit may take over the work and prosecute the same to completion by agreement with another party or otherwise.

SECTION 19 ENTIRETY, AMENDMENT AND EXECUTION OF AGREEMENT

This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

This Agreement may be amended only by written instrument signed by the parties hereto.

This Agreement shall be executed in two counterpart copies, any of which shall be considered for all purposes as the original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year first above written.

GC/CM CONSULTANT

CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY

By: ____________________________ By: ____________________________

_______________________________ Ron Tober
PRINT NAME Deputy Chief Executive Officer

Title: ____________________________

APPROVED AS TO FORM
By: ____________________________

Legal Counsel
SECTION A-1 JOINT AND SEVERAL RESPONSIBILITY OF THE JOINT VENTURE PARTNERS

A. The GC/CM Consultant agrees that, as between the joint venture partners, any grants, covenants, power, privileges, and liabilities under this Agreement shall be construed and held to be several as well as joint. Any notice, order, direction, request or any communication required to be or that may be given by Sound Transit to the GC/CM Consultant as set forth in Section 29, Notice, of this Agreement shall be deemed to have been well and sufficiently given to and shall bind the GC/CM Consultant, its individual joint venture members, and all persons acting on behalf of the GC/CM Consultant. Any notice, request or other communications given by the GC/CM Consultant to Sound Transit as indicated in Section 29, Notice, of this Agreement shall be deemed to have been given by and shall bind the GC/CM Consultant, its individual joint venture members, and all persons acting on behalf of the GC/CM Consultant.

B. In the event of a dissolution of the joint venture, Sound Transit shall have the unqualified right to select which joint venture member, if any, shall continue the work under this Agreement and such selected member shall assume all liabilities, obligations, rights, and benefits of the GC/CM Consultant under this Agreement. Such dissolution of the joint venture shall not be effected without prior consultation with Sound Transit. In the event of failure or inability of anyone of the joint venture members to continue performance under this Agreement, the other joint venture members shall perform all services and work and assume all liabilities, obligations, rights and benefits of the GC/CM Consultant under this Agreement. Such determination of failure or inability to continue performance shall not be effected without prior consultation with Sound Transit. Nothing in this Section shall be construed or interpreted to limit Sound Transit’s rights under this Agreement or bylaw to determine whether the GC/CM Consultant or any one of the joint venture members has performed within the terms of this Agreement.

SECTION A-2 GC/CM CONSULTANT ACQUISITION AND/OR MERGER

If the GC/CM Consultant executing this Agreement ceases to exist as an independent business entity by means of acquisition by and/or merger with a successor or otherwise, the GC/CM Consultant shall notify Sound Transit in writing not less than 30 calendar days prior to the effective date of the circumstance causing the cessation of the independent business status. Sound Transit reserves the right to take steps to ensure it has contractual privity with the successor. The GC/CM Consultant shall cooperate with this effort by agreeing to an assignment, a novation, or other document required to transfer the rights and responsibilities of the GC/CM Consultant to the successor. The successor will be required to be bound to the same degree that the GC/CM Consultant was bound to the obligations of this Agreement.

SECTION A-3 PROMPT PAYMENT PROVISION

The purpose of this Section is to ensure that the GC/CM Consultant, after receiving payment from Sound Transit, makes prompt payment to its subconsultants, for work completed in
In its Invoice for Payment, the GC/CM Consultant shall include payments for subconsultants whose work was performed in accordance with the standards set forth in this Agreement. The GC/CM Consultant shall not request payment from Sound Transit for amounts for subconsultants until the GC/CM Consultant has determined that the subconsultants are entitled to the payment of such amounts for work completed in accordance with the standards set forth in this Agreement.

Within five business days of receipt of payment by Sound Transit, the GC/CM Consultant shall pay such subconsultants out of such amounts as are paid by Sound Transit. If the GC/CM Consultant fails or neglects to make such payment within five business days, the GC/CM Consultant shall pay, to the subconsultant, interest computed at 1% per month on amounts due for the period beginning on the day after the required payment date and ending on the day on which payment of the amount due is made.

The GC/CM Consultant shall include in each of its subcontracts a provision setting forth the payment and interest penalty clause of this Section. In addition, the GC/CM Consultant shall require its subconsultants to include such a payment and interest penalty clause in each of their subcontracts and to require each of their subconsultants to include such clauses in their subcontracts with each lower tier subconsultant. Each subcontract, below the first tier, shall include a provision stating that payment will be made to the lower tiered subconsultant within five business days after receipt of payment by the higher tiered subconsultant.

Upon receipt of an invoice from a subconsultant, the GC/CM Consultant shall include the amount of the subconsultant's invoice in the GC/CM Consultant's next Invoice for Payment by Sound Transit, unless the GC/CM Consultant determines that the subconsultant did not perform all or a portion of the work identified in the invoice to the standards set forth in this Agreement. If the subconsultant has not so performed, the GC/CM Consultant shall promptly provide written notification thereof to the subconsultant and shall not include in its Invoice for Payment to Sound Transit an amount for such work. The GC/CM Consultant shall include in its Invoice for Payment to Sound Transit an amount sufficient to pay the subconsultant for the work that has been performed to the standards set forth in this Agreement.

This Section shall not impair or limit any remedies otherwise available to the GC/CM Consultant or a subconsultant in the event of a dispute involving late payment or nonpayment by the GC/CM Consultant or deficient subconsultant performance or nonperformance by the GC/CM Consultant.

SECTION A-4 NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACTING

A. Sound Transit has adopted Guiding Principles for Employment and Contracting identifying key objectives that Sound Transit will promote and encourage through its policies. The Guiding Principles are implemented in accordance with applicable federal,
state and local laws and regulations, including grant agreements. To the extent applicable, the Guiding Principles are the basis for certain provisions set forth in this RFP and Agreement.

1. It is the policy of Sound Transit that practices of employment discrimination against any person on the basis of race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person are prohibited. The GC/CM Consultant shall adhere to these non-discrimination provisions and shall make affirmative efforts to meet Sound Transit’s workforce diversity objectives on this Agreement. Such efforts shall apply to the employment of persons on the permanent or core employee workforce and the employee workforce secured solely for this Agreement.

2. It is the policy of Sound Transit that no one doing business or offering to do business with Sound Transit shall deny any person, on the basis of race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person, the benefits of, or exclude any person from participation in, the award and performance of any work under contracts and agreements awarded by Sound Transit, and that one doing business or offering to do business with Sound Transit shall afford equal, non-discriminatory opportunities to potential joint venture partners, subcontractors, subGC/CM Consultants and suppliers on contracts and agreements awarded by Sound Transit.

3. The GC/CM Consultant shall comply with applicable obligations and requirements under Chapter 49.60 RCW, the Washington state “law against discrimination”, including rules and regulations promulgated pursuant to such law. In particular, the GC/CM Consultant as an employer shall not commit any unfair practices prescribed in RCW 49.60.180.

4. The GC/CM Consultant shall cooperate in any studies or surveys as may be conducted by Sound Transit and as may be necessary to determine the extent of the GC/CM Consultant's compliance with Sound Transit's Diversity Program policies.

B. Disadvantaged Business Enterprise (DBE) Program. It is the policy of Sound Transit to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 Code of Federal Regulations (CFR) Part 26, have an equal opportunity to receive and participate in federal Department of Transportation-assisted contracts. Sound Transit's DBE Program includes:

1. Ensuring non-discrimination in the award and administration of federal Department of Transportation-assisted contracts;

2. Creating a level playing field on which DBEs can compete fairly for such contracts;

3. Ensuring that the Sound Transit DBE Program is narrowly tailored in accordance with applicable laws;
4. Ensuring that only firms that fully meet eligibility standards as set forth in 49 CFR Part 26 are permitted to participate as DBEs;

5. Helping remove barriers to the participation of DBEs in such contracts; and

6. Assisting in the development of firms that can compete successfully in the marketplace outside of the DBE Program.

C. In the event the GC/CM Consultant and/or its subconsultants fail(s) to comply with any substantive requirement of the Agreement related to non-discrimination, participation by Small Businesses and/or Disadvantaged Business Enterprises, or equal employment opportunity, Sound Transit may impose sanctions as it may determine to be appropriate, including but not limited to:

1. Requiring the GC/CM Consultant to take remedial action to bring the GC/CM Consultant or its subconsultant into compliance;

2. Withholding payments to the GC/CM Consultant until the GC/CM Consultant or its subconsultant is in compliance;

3. Suspend this Agreement;

4. Terminate this Agreement;

5. Debar the GC/CM Consultant or its subconsultant from future contracts with Sound Transit; and/or

6. File civil and/or criminal action(s) against the GC/CM Consultant and, if applicable, its subconsultants, suppliers, employees, agents, and representatives.

Sound Transit may consider any such failure by the GC/CM Consultant in determining whether to award any future contracts to the GC/CM Consultant.

SECTION A-5 EQUAL EMPLOYMENT OPPORTUNITY

A. The GC/CM Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, sex, sexual orientation, age, nationality, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification. The GC/CM Consultant shall make affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, sex, sexual orientation, age, nationality, or the presence of such disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GC/CM Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The GC/CM Consultant shall, during the term of this Agreement, furnish Sound Transit, upon request and on forms approved by Sound Transit, a report of the affirmative efforts made by the GC/CM Consultant in implementing the nondiscrimination and equal
employment opportunity provisions in this Agreement. The GC/CM Consultant shall permit access by Sound Transit to the GC/CM Consultant's records of employment, employment advertisements, application forms, and other pertinent data and records for the purpose of determining compliance with this provision.

C. The GC/CM Consultant shall implement and carry out the obligations regarding equal employment opportunity submitted as part of its Proposal to perform this Agreement and the equal employment opportunity provisions set forth in this Agreement. Failure to implement and carry out such obligations and provisions in good faith may be considered by Sound Transit a material breach of this Agreement and grounds for withholding payment and/or termination of the Agreement and dismissal of the GC/CM Consultant.

D. The GC/CM Consultant shall require that substantially the same provisions as in this Section are contained in all subconsultant agreements entered into by the GC/CM Consultant under this Agreement.

E. In addition to complying with Sound Transit’s Principles and Policies, the GC/CM Consultant shall comply with, and ensure its subcontractors comply with, applicable Federal Civil Rights Requirements set forth in this Agreement.

SECTION A-6 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. As a recipient of financial assistance from the federal Department of Transportation (DOT), through the Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) Program in accordance with 49 Code of Federal Regulations (CFR) Part 26. The GC/CM Consultant shall comply with applicable provisions in 49 CFR Part 26.

B. Sound Transit promotes and encourages participation by DBEs on its contracts. The GC/CM Consultant shall afford DBEs an equal, non-discriminatory opportunity to compete for business as joint venture partners, subconsultants or suppliers and shall ensure its Subconsultants also afford DBEs such opportunities. DBEs are firms that have been certified as eligible to participate as DBEs by the Washington State Office of Minority and Women’s Business Enterprises. A listing of DBEs certified by OMWBE is available on the Internet at http://www.omwbe.wa.gov/directory/directory.htm or by contacting OMWBE at 360-753-9693.

C. There is no minimum participation of the total contract price by DBEs under this Agreement.

D. The GC/CM Consultant shall include the following assurance in any contract, including subconsultant agreements, it enters into under this Agreement (revised to accurately identify parties):

"The GC/CM Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The GC/CM Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the GC/CM Consultant to carry out these requirements is a material breach of this contract, which may result in
the termination of this contract or such other remedy as Sound Transit deems appropriate."

E. During performance of this Agreement, the GC/CM Consultant shall maintain sufficient records necessary for Sound Transit to monitor the GC/CM Consultant’s and its Subconsultants’ compliance with the provisions of the DBE Program.

SECTION A-7 SMALL BUSINESS PROGRAM

A. Consistent with its Guiding Principles for Contracting to promote and encourage the use of Small Businesses, Sound Transit has developed and administers a Small Business Program. Under the Small Business Program, Sound Transit will consider various approaches to achieving participation by Small Businesses in its contracts and agreements, including unbundling contracts, setting participation goals for contracts, and developing procedures, documents and practices that are “Small Business friendly”.

B. Sound Transit has not established a Small Business Goal as a percentage of the total contract price for this Agreement.

SECTION A-8 FEDERAL CIVIL RIGHTS REQUIREMENTS

In addition to Sound Transit nondiscrimination requirements set forth in other Sections in this Agreement, the following Federal requirements apply to the GC/CM Consultant's performance under this Agreement:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the GC/CM Consultant agrees that it will not discriminate against any person on the basis of race, color, creed, national origin, sex, age, or disability under any program or activity receiving Federal financial assistance. In addition, the GC/CM Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. Specific requirements to implement Title VI and the Americans with Disabilities Act of 1990 are included in Sections 21 and 22, respectively, of this Agreement.

B. Equal Employment Opportunity - In addition to the provisions set forth in Section 15 of this Agreement, the following equal employment opportunity requirements apply to this Agreement:

course of the Project. The GC/CM Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the GC/CM Consultant agrees to comply with any implementing requirements FTA may issue.

2. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the GC/CM Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the GC/CM Consultant agrees to comply with any implementing requirements FTA may issue.

3. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the GC/CM Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the GC/CM Consultant agrees to comply with any implementing requirements FTA may issue.

C. **Disadvantaged Business Enterprises** -- This Agreement is subject to the requirements of Title 49, Code of Federal Regulations (CFR), Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The GC/CM Consultant and its subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The GC/CM Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by the GC/CM Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Sound Transit deems appropriate. Each subcontract the GC/CM Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)). Specific requirements to implement 49 CFR Part 26 are included in Section 16 of this Agreement.

D. The GC/CM Consultant also agrees to include these requirements in each subconsultant agreement entered into under this Agreement, modified only if necessary to identify the affected parties.

**SECTION A-9 TITLE VI COMPLIANCE**

A. During the performance of this Agreement, the GC/CM Consultant, for itself, its assignees, and its successors in interest (hereinafter referred to as "GC/CM Consultant"), agrees as follows:

B. Compliance with Regulations: GC/CM Consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations (CFR), Part 21, as they may be amended from time to time (hereinafter referred to as the
Regulations), which are herein incorporated by reference and made a part of this Agreement.

C. Nondiscrimination: GC/CM Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. GC/CM Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

D. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by GC/CM Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by GC/CM Consultant of GC/CM Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

E. Information and Reports: GC/CM Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Sound Transit or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of GC/CM Consultant is in the exclusive possession of another who fails or refuses to furnish this information, GC/CM Consultant shall so certify to Sound Transit, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

F. Sanctions for Noncompliance: In the event of GC/CM Consultant's noncompliance with the nondiscrimination provisions of this Agreement, Sound Transit shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to GC/CM Consultant under the Agreement until GC/CM Consultant complies, and/or,

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

G. Incorporation of Provisions: GC/CM Consultant shall include the provisions of subparagraphs A through E of this Paragraph in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. GC/CM Consultant shall take such action with respect to any subcontract or procurement as Sound Transit or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event GC/CM Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, GC/CM Consultant may request Sound Transit to enter into such litigation to protect the interests of Sound Transit, and, in addition, GC/CM Consultant may request the United States to enter into such litigation to protect the interests of the United States.
SECTION A-10 ADA, SECTION 504 AND OTHER FEDERAL REQUIREMENTS

The GC/CM Consultant is also required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local federal government Services," 28 CFR Part 35;
- U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- Any implementing requirements that the FTA may issue.

SECTION A-11 PROHIBITED INTEREST

No member, officer, or employee of Sound Transit or its governing body, or of any of its component agencies during such person’s tenure or one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, unless such interest has been disclosed in writing to Sound Transit and Sound Transit has determined that no prohibited conflicts of interest or ethical violations inhere in the circumstances.

SECTION A-12 CONTINGENT FEES, GRATUITIES & CONFLICTS OF INTEREST

Consistent with Sound Transit's Guiding Principles, the GC/CM Consultant agrees as follows:

A. The GC/CM Consultant warrants and covenants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty Sound Transit shall have the right to annul this Agreement without liability or in its discretion to deduct from the
Total Price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

B. The GC/CM Consultant warrants and covenants that no gratuities, in the form of entertainment, gifts, or otherwise, have been or will be offered or given by the GC/CM Consultant or any of its agents, employees, or representatives to any official member or employee of Sound Transit in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determination related to the performance of this Agreement.

C. By submission of its proposal, the GC/CM Consultant covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest that conflicts in any manner or degree with the work, services or materials required to be performed or provided under this Agreement. Furthermore, the GC/CM Consultant shall not employ any person or agent having any such conflict of interest. In the event that the GC/CM Consultant or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Sound Transit and take action immediately to eliminate the conflict or to withdraw from this Agreement, as Sound Transit requests. The GC/CM Consultant shall not employ any consultant who is concurrently employed by Sound Transit or by Sound Transit's consultants (including, but not limited to, surveyors, engineers, architects, and testing laboratories), without first obtaining Sound Transit's approval in writing.

D. If Sound Transit's Chief Executive Officer has reason to believe that the covenants set forth in Paragraphs A, B or C above have been breached, she/he shall so notify the GC/CM Consultant in writing. The GC/CM Consultant shall respond to said notice within 10 business days of receipt with a detailed written explanation or answer to any facts, allegations, or questions contained or referenced in said notice. The GC/CM Consultant may request a hearing on the matter by Sound Transit's Chief Executive Officer that shall be conducted within 15 business days of the receipt by the Chief Executive Officer of the request unless a later date is concurred in by Sound Transit and the GC/CM Consultant. The decision of the Chief Executive Officer shall be a prerequisite to appeal thereof to Sound Transit Board of Directors or to Superior Court in the County of King, State of Washington. If, after consideration of the GC/CM Consultant's response and any hearing, the Chief Executive Officer determines that the covenants have been breached, the Chief Executive Officer shall have the discretion to exercise those remedies provided by any applicable federal or state laws or regulations or by this Agreement in the event of said breach and/or prohibited conflicts of interest.

SECTION A-13. RECYCLED PRODUCTS

To the extent practicable and economically feasible, the GC/CM Consultant agrees to provide a competitive preference for recycled products to be used in the Project pursuant to the U.S. Environmental Protection Agency Guidelines at 40 CFR Parts 247-253, implementing Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962. If possible, the GC/CM Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical at the fulfillment of this Agreement.
SECTION A-14  ENVIRONMENTAL STANDARDS

The GC/CM Consultant agrees to comply with all applicable laws, regulations, standards, orders or requirements.

SECTION A-15  AUDIT AND ACCESS TO RECORDS

A. Maintenance Of Records: The GC/CM Consultant, including its subconsultants, shall maintain books, records, documents, and other evidence directly pertinent to performance of the work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The GC/CM Consultant shall maintain an index of such records to facilitate access and recovery of such records.

B. Access For Audit Purposes: Sound Transit or any of its duly authorized representatives shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six years after final payment is made under this Agreement. Sound Transit shall also have access to such books, records, and documents during the performance of the work to verify GC/CM Consultant work and invoices and to resolve claims and disputes. Sound Transit will give five business days notice to the GC/CM Consultant for access to original records.

C. Access for Purposes of Public Disclosure: The public, from time to time, may request access to records relating to the work. Sound Transit has a duty to disclose documents as requested unless such requests call for documents that are specifically exempted from disclosure pursuant to Washington Law. Such requests from the public will be made in writing in a stipulated form to Sound Transit. Sound Transit will administer the request by serving as the point of contact with the public member making the request, invoicing for the costs of copying and reviewing the records for potential exemptions. Sound Transit will refer the collection, compilation, indexing, and copying of the actual records to the GC/CM Consultant. The GC/CM Consultant shall maintain the records in a condition that will facilitate such responses and will provide necessary staff for this purpose.

SECTION A-16  REPORTING, RECORD RETENTION AND ACCESS

A. GC/CM Consultant shall comply with reporting requirements of the U.S. Department of Transportation grant management rules, and any other reports required by the Federal Government.

B. GC/CM Consultant agrees to maintain intact and readily accessible all work, materials, payrolls, books, documents, papers, data, records and accounts pertaining to the Agreement. GC/CM Consultant agrees to permit the Secretary of Transportation, the Comptroller General of the United States and Sound Transit, or their authorized representatives, access to any work, materials, payrolls, books, documents, papers, data, records and accounts involving the Agreement for the purpose of making audit, examination, excerpts, and transcriptions pertaining to the Agreement as it affects the Project. GC/CM Consultant shall retain all required records for six (6) years after Sound Transit has made final payments. The period of access and examination for records that relate to (1) litigation or the settlement of claims arising out of the performance of
this Agreement, or (2) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General of the United States or the U.S. Department of Transportation, or any of their duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of. GC/CM Consultant shall require its subconsultants to also comply with the provisions of this Paragraph B, and shall include the provisions of this Paragraph B in each of its subcontracts.

SECTION A-17 PRIVACY

A. Should the GC/CM Consultant, or any of its subconsultants, or their employees administer any system of records on behalf of the federal government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

B. For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, Sound Transit and any Consultants, third-party contractors, subcontractors, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Agreement will make this Agreement subject to termination.

C. The GC/CM Consultant agrees to include this clause in all subcontracts awarded under this Agreement that require the design, development, or operation of a system of records on individuals subject to the Act.

SECTION A-18 CHANGES IN GOVERNMENTAL REGULATIONS

A. In the event local, state or federal laws or regulations that were not announced or enacted at the time of Bid and/or submittal of Proposal, and such laws or regulations make standards more stringent or compliance more costly under this Agreement, the GC/CM Consultant shall notify Sound Transit in writing of such laws or regulations and their effects on the pricing or delivery schedule promptly after the GC/CM Consultant first became aware of the laws and regulations and prior to incurring any such expenses.

B. Sound Transit will make a determination as to whether the GC/CM Consultant should be reimbursed for any such expenses or any time extensions should be granted in accordance with the provisions of Section 4, Scope of Work, and Section 5, Changes in the Project and Additional Work.

C. The GC/CM Consultant shall be deemed to have had notice of any Federal law or regulation announced or enacted at the time of contract award, even though such law or regulation did not take effect or become operative until some date after the contract award.

D. The GC/CM Consultant shall, immediately upon becoming aware of any such imposition or change of requirement, provide Sound Transit with full and detailed particulars of the changes required in the equipment and of costs involved therein, or shall be deemed to have waived any rights under this Section. In the event any governmental requirements are removed, relaxed or changed in any way after the date of contract award so as to
make the GC/CM Consultant's performance less expensive, or less difficult, then Sound Transit shall have the option either to require the GC/CM Consultant to perform pursuant to the more rigorous requirements or to receive a reduction in the price of the equipment affected for all savings in direct costs which may be realized by the GC/CM Consultant by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the GC/CM Consultant. Sound Transit shall give the GC/CM Consultant notice of Sound Transit's determination, and anticipated savings.

SECTION A-19 COMPLIANCE WITH ALL LAWS AND REGULATIONS

A. The GC/CM Consultant agrees to comply with all federal, state and local laws and regulations applicable to such services, including all regulations, requirements and registrations related to lobbying activities and including the conditions of the federal Occupational Safety and Health Act of 1970 (OSHA) and the Washington Industrial Safety and Health Act of 1973 (WISHA) whenever such laws are applicable to work and services provided under this Agreement.

B. The GC/CM Consultant shall comply with all federal, state, and local licensing, registration, filing and/or certifications standards, all applicable accrediting standards, and any other standards or criteria established by any agency of the State of Washington or of the federal government applicable to the GC/CM Consultant's operation.

C. The GC/CM Consultant shall comply and, to the best of its ability, shall require its subconsultants to comply with all Sound Transit resolutions and policies (for example Sound Transit's policy on equal employment opportunity and harassment) and federal, state and local laws, regulations and ordinances applicable to the work and services to be performed under this Agreement. Copies of Sound Transit's resolutions and policies are available upon request.

D. Sound Transit and the GC/CM Consultant agree to exercise reasonable efforts to stay apprised of any changes to federal, state or local laws, regulations and ordinances referred to in this Section, to bring any such changes to the attention of the other party and to negotiate in good faith the effects of any such changes.

SECTION A-20 FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

A. The GC/CM Consultant recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this Agreement, the GC/CM Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered Grant Agreement, Cooperative agreement, Contract or Project. In addition to other penalties that may be applicable, the GC/CM Consultant acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the GC/CM Consultant, to the extent the Federal Government deems appropriate.
B. The GC/CM Consultant also acknowledges that it if makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the GC/CM Consultant the penalties of 18 U.S.C. § 1001, 31 USC §§ 3801, et seq., and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

C. The GC/CM Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

SECTION A-21 APPLICABILITY OF FEDERAL GRANT CONTRACT

A. This procurement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1F, as amended. U.S. Department of Transportation's level of financial assistance may be between zero and eighty percent (0-80%). The GC/CM Consultant is required to comply with all terms and conditions prescribed for third party contracts in these documents.

B. Federal laws, regulations, policies and administrative practices may be modified or codified after the date this Agreement is established and may apply to this Agreement. To assure compliance with changing federal requirements, Contract Award indicates that the GC/CM Consultant agrees to accept all changed requirements that apply to this Agreement.

SECTION A-22 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

A. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, (http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html), as amended and the Master Grant Agreement (http://www.fta.dot.gov/documents/13-Master.doc), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The GC/CM Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions.

B. The FTA Master Agreement obligates Sound Transit to incorporate certain provisions into this Agreement and any lower tier subcontracts at any level and to take appropriate measures to ensure that GC/CM Consultant and its lower tier subconsultants at any level comply with certain applicable requirements set forth in the Master Agreement. The FTA Master Agreement is hereby incorporated by reference into this Agreement, and GC/CM Consultant shall comply with all such requirements.

C. Copies of the FTA Master Agreement are available from Sound Transit.
SECTION A-23  FEDERAL FUNDING LIMITATION

GC/CM Consultant understands that funds to pay for GC/CM Consultant's performance under this Agreement are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All funds must be approved and administered by FTA. Sound Transit's obligation hereunder is payable from funds that are appropriated and allocated by FTA for the performance of this Agreement. If funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may terminate or suspend GC/CM Consultant's services without penalty. Sound Transit shall notify GC/CM Consultant promptly in writing of the non-allocation, delay, or disapproval of funding.

SECTION A-24  NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

GC/CM Consultant agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement in connection with this Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including a subrecipient or third party contractor.

SECTION A-25  FEDERAL LOBBYING RESTRICTIONS

A. This Agreement is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, which prohibits Federal funds from being expended to influence or to attempt to influence an officer or employee of any agency, members of Congress, an office or employee of Congress or an employee of any Member of Congress in connection with the awarding of any federally funded contract, the making of any Federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. GC/CM Consultants and Subconsultants at any time who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The GC/CM Consultant shall submit the "Certification Regarding Lobbying" included in this document. The GC/CM Consultant's signature on this certification shall certify that: a) it has not engaged in the prohibited activity and b) the language of the certification shall be included in all lower tier subcontracts which exceed $100,000, and that all such subconsultants shall certify and disclose accordingly. Sound Transit is responsible for keeping the certification form of the GC/CM Consultant, who is in turn responsible for keeping the certification
forms of subconsultants. Further, by executing the Agreement, the GC/CM Consultant agrees to comply with these laws and regulations.

B. If the GC/CM Consultant has engaged in any lobbying activities to influence or attempt to influence the awarding of this Agreement, the GC/CM Consultant must disclose these activities. In such a case, the GC/CM Consultant shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities". Sound Transit must also receive all disclosure forms.

C. The GC/CM Consultant and any subconsultants shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded Agreement; or

2. A change in the person(s) influencing or attempting to influence this federally funded Agreement; or

3. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Agreement.

SECTION A-26 LOBBYING CERTIFICATION AND DISCLOSURE

Pursuant to 40 CFR Part 34 (which is by this reference incorporated herein), the GC/CM Consultant shall execute and return the Certification Regarding Lobbying by GC/CM Consultant form set forth in Exhibit C with the execution of this agreement.

SECTION A-27 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Executive Order 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 and federal regulations in 49 CFR 29, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this Contract. To assure that such entities and individuals are not involved as participants on this FTA-financed contract, if the contract exceeds $25,000 each GC/CM Consultant shall complete and submit, as part of its Proposal, the certification form, contained in these documents. The inability of a GC/CM Consultant to provide a certification will not necessarily result in denial of consideration for contract award. A GC/CM Consultant that is unable to provide a certification must submit a complete explanation attached to the certification form. Failure to submit a certification or explanation may disqualify the GC/CM Consultant from participation under this Contract. Sound Transit, in conjunction with FTA, will consider the certification or explanation in determining contract award. No contract will be awarded to a potential third-party contractor submitting a conditioned debarment or suspension certification, unless approved by the FTA.

B. The certification is a material representation of fact upon which reliance is placed in determination of award of contract. If at any time the GC/CM Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of
changed circumstances, it shall immediately provide written notice to Sound Transit. If it is later determined that the GC/CM Consultant knowingly rendered an erroneous certification, or failed to notify Sound Transit immediately of circumstances which made the original certification no longer valid, Sound Transit may disqualify the GC/CM Consultant, terminate the contract, or invoke other remedies available including FTA suspension and/or debarment.

C. Further, the GC/CM Consultant shall not knowingly enter into any subcontract exceeding $25,000 with an entity or person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds. As such, the GC/CM Consultant shall require all subconsultants seeking subcontracts greater than $25,000 to complete and submit the same certification form contained in these documents before entering into any agreement with said subconsultant.

SECTION A-28 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the GC/CM Consultant agrees that it will comply with the requirement of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

SECTION A-29 CONSERVATION

The GC/CM Consultant shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

SECTION A-30 CLEAN WATER

A. The GC/CM Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The GC/CM Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The GC/CM Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION A-31 CLEAN AIR

A. The GC/CM Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The GC/CM Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
B. The GC/CM Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION A-32  FLY AMERICA


SECTION A-33  SEISMIC SAFETY

The GC/CM Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The GC/CM Consultant also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

SECTION A-34  NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS


SECTION A-35  ELECTRONIC AND INFORMATION TECHNOLOGY

When providing reports or other information to Sound Transit, or to the Federal Transit Administration (FTA), among others, on behalf of Sound Transit, the GC/CM Consultant agrees to prepare such reports or information using electronic or information technology capable of assuring that the reports or information delivered will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.
EXHIBIT C  SUMMARY OF FEES
EXHIBIT E  PROJECT CONTROL BASELINE
EXHIBIT F SCHEDULE BASELINE
EXHIBIT G   KEY PERSONNEL
EXHIBIT H LIST OF SUBCONSULTANTS
EXHIBIT I ORGANIZATIONAL CHART
EXHIBIT J OVERHEAD RATES TABLE
EXHIBIT K  CERTIFICATION REGARDING LOBBYING

The undersigned [GC/CM Consultant] certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]
The GC/CM Consultant, ___________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the GC/CM Consultant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of GC/CM Consultant's Authorized Official

Date

Name and Title of GC/CM Consultant's Authorized Official
EXHIBIT L CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification: By signing and submitting this form, the prospective lower tier participant¹ is providing the signed certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Sound Transit may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to Sound Transit if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


4. The prospective lower tier participant agrees by submitting this bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Sound Transit.

5. The prospective lower tier participant further agrees by submitting this bid or proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

¹ "Lower tier participant" includes all contractors, GC/CM Consultants, subcontractors, and subGC/CM Consultants participating on any of Sound Transit’s contracts.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Sound Transit may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion"

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

GC/CM Consultant: ____________________________

(Type or Print Company Name)

By: ____________________________ (Signature)  ____________________________ (Title)

Print Name: ____________________________
ATTACHMENT D – PRE-CONSTRUCTION STATEMENT OF WORK
UNIVERSITY LINK LIGHT RAIL SYSTEMS, U830 CONTRACT

GENERAL

It is anticipated that the tasks defined as Basic Services will be performed over a period of approximately 12 months. MACC negotiations are scheduled to begin approximately 6 months after Notice to Proceed for Preconstruction Services has been issued and are expected to last for about 5 months. Work related to MACC negotiations is not included in Basic Services, and any costs incurred by the GC/CM in MACC negotiations shall be borne by the GC/CM, and shall not be paid for by Sound Transit, either under the Preconstruction Services Contract or the GC/CM Construction Contract. Preconstruction service tasks may be performed while MACC negotiations are in progress.

At any time prior to execution of a GC/CM Construction Contract, the GC/CM may be requested to perform Supplemental Services beyond those identified in the Basic Services below. Supplemental Services may be requested pursuant to a fixed-price change order negotiated in advance of the work being performed.

The GC/CM shall identify and resolve construction and interface conflicts and optimize work sequencing, scheduling and productivity.

BASIC SERVICES

Task 1.1 Project Management

Description Provide overall project management services for the GC/CM’s preconstruction services; ensure coordination of all efforts with Sound Transit, the design team, Sound Transit’s Civil Systems Integration Team, the Construction Management Consultant (CMC), and others as appropriate

Purpose Manage the preconstruction efforts of GC/CM team and ensure coordination with Sound Transit and other project participants during the preconstruction phase

Duration From Notice to Proceed for Preconstruction Services (NTP) through completion of MACC negotiations and execution of GC/CM Construction Contract (total estimated duration approximately 12 months)

Deliverables Project Management Plan (PMP), including details of how the GC/CM will manage:

- Project communication for both preconstruction Documentation
- Invoicing procedures
- Tracking of VE and constructability recommendations and cost impacts
- Methodology and timing for development of baseline estimate and schedule
- Preconstruction services schedule of activities,
- Staffing
- Other items as appropriate

Draft PMP within 14 Days of NTP for Preconstruction Services
Final PMP within 30 Days of NTP for Preconstruction Services (Allow 7 Days for Sound Transit comments).
Task 1.2 Construction Plan

Description In coordination with Sound Transit’s team, develop a construction plan that addresses issues relating to how construction will be managed on the project. Specific issues to be addressed include:
- Site safety and security
- Quality Control
- Cost management and tracking
- Schedule control and reporting
- Traffic control, pedestrian access, and parking,
- Environmental Compliance, including Industrial Waste Discharge, TESC, material disposal, noise and vibration,
- Rail installation plan including floating slab elements
- Coordination with Station Contractors and Light Rail Operations

Purpose Provide direction for managing critical elements of the work through the construction phase. Develop information that will provide the basis for early submittals required in the Contract Documents.

Deliverables Draft Construction Plan - Within 60 Days of NTP for Preconstruction Services
Final Construction Plan - Within 120 Days of NTP for Preconstruction Services (Allow 30 Days from Draft for Sound Transit comments and incorporate into Final)
Updates – As required

Task 1.3 Subcontract Packaging Plan

Description Develop a breakdown of the work into the Subcontract Packages and indentify any packages that the GC/CM intends to bid to self-perform. Include the scope of work, schedule, delivery method, and subcontract bidder responsibility criteria (if required) for each contract package. If pre-bid eligibility of subcontractors is recommended, this should be included, along with justification for pre-bid eligibility requirements and a schedule to ensure sufficient time to establish such eligibility criteria and conduct the qualification process.

Conduct a one-day workshop with Design Team, Sound Transit, and others as necessary to review and agree on subcontract packaging approach.
Conduct a half-day workshop to finalize subcontracting approach.

Purpose Determine construction subcontract packaging.
Develop alternative packaging configurations and evaluation factors.
Determine early procurement packages.
Recommend preferred approach to Construction Subcontract Packaging.
Deliverables

- Subcontract Packaging One Day Workshop with Design Team (including materials) – Hold within 60-Days of NTP of Preconstruction Services
- Draft Subcontract Packaging Plan documenting alternatives, analysis, and recommendations – Within 90 Days of NTP for Preconstruction Services.
- Subcontract Packaging ½ Day Workshop – Within 105 Days of NTP for Preconstruction Services.
- Final Subcontract Packaging Plan – Within 120 Days of NTP for Preconstruction Services.

Budget TBD

Task 1.4 S/DBE Subcontracting Plan

Description Develop a plan to meet the goals for involvement of Small and Disadvantaged Businesses (S/DBE), to comply with Equal Employment Opportunity (EEO) requirements, and to ensure utilization of apprentices. The plan shall include procedures as necessary to ensure that federal and Sound Transit Small Business and DBE, EEO and apprentice utilization requirements will be met during construction, including subcontract packaging, outreach programs, documentation of good faith efforts, and ensuring compliance at all subcontracting tiers as appropriate.

Purpose Ensure that subcontracting opportunities within each subcontract bid package are clearly identified, that these opportunities will attract a high level of competition from qualified local subcontractors, and that Sound Transit and FTA goals for Small Business and DBE participation in the project will be met. Ensure that subcontractors comply with EEO and apprentice utilization requirements.

Deliverables

- Draft Plan for review within 90 Days of NTP for Preconstruction Services.
- Prepare Final Plan incorporating Sound Transit comments within 120 days of NTP. Prepare revisions to the plan as necessary to adapt to changing conditions and experience in the initial and subsequent Construction Packages.

Budget TBD

Task 2: Meetings

Task 2.1 Design Review Meeting

Description Following NTP for Preconstruction Services and the Partnering Session meeting (Subtask 2.4), GC/CM will plan and hold a project design review session.

Purpose To transfer knowledge developed by Sound Transit and Design Team during design development and review project schedule.

Duration One (1) day, with one-half day site visit within 14 days of NTP for Preconstruction Services. Assume 4-hour preparation time for each GC/CM attendee.
Attendees

Project Manager, Superintendent, Cost Estimator, Scheduler, and at least two other members of the GC/CM team as determined by the GC/CM. Session would be held at Sound Transit’s Office with various Sound Transit and design project leads participating.

Deliverables

Agenda and initial list of questions and clarifications.
Minutes of meeting within 3 Days of completion of meeting

Budget

TBD

**Task 2.2 Regular Meetings**

**Purpose**

Provide monthly update of required Deliverables; Distribute constructability Issue Log, VE Log, Interface Control Document (ICD) Status. Discuss design progress and issues. Determine follow-up actions to be taken by each party.

**Frequency**

Monthly, held with Sound Transit and others as deemed appropriate by Sound Transit, beginning at NTP for Preconstruction Services and continuing through MACC negotiations and execution of GC/CM Construction Contract (estimated 6 meetings).

**Duration**

Not to exceed 4 hours

**Attendees**

Project Manager, Cost Estimator, Scheduler, others as determined by the GC/CM.

**Deliverables**

Meeting Agendas – including:
- Updated Preconstruction Services Schedule
- Constructability Issue Log.
- VE Log
- Interface Control Document (ICD) Status
- Cost comparison analysis if any performed.

Meeting Minutes – within 2 Days of completion of meeting including:
- Current Action Items Log

Budget

TBD

**Task 2.3 Special Meetings**

**Purpose**

To discuss specific issues, ideas, recommendations for the benefit of the project.

**Frequency**

To be held on an “as-needed” basis as requested by either Sound Transit or GC/CM. Assume 3 meetings, not to exceed 4 hours each.

**Attendees**

Project Manager, others as appropriate for the subject matter.

**Deliverables**

Meeting minutes within 2 Days of completion of meeting including recommendations and action items.

Budget

TBD

**Task 2.4 Partnering Meeting During Preconstruction**
Description: Participate in a Partnering meeting for preconstruction services with Sound Transit, the design team, CMC, and other interfacing contract participants and third parties as appropriate. Based on meeting outcomes, develop a Partnering Plan for the Preconstruction Phase of the project.

Sound Transit will provide the Partnering Facilitator and Facilities. The GC/CM will participate in the development of the meeting agenda.

Purpose: To foster open and productive communication among the project participants (Sound Transit, design team, CMC, GC/CM team, and others as appropriate). To introduce key project personnel and to explain roles and responsibilities of each team member.

Frequency: Assume one meeting at the start of the preconstruction phase. Assume a full day for the meeting within 7 days of NTP for Preconstruction Services.

Attendees: Project Executive, the Project Manager for preconstruction and construction services, the Superintendent(s), the project engineer, and other recommended GC/CM key team members.

Deliverables: Recommendations with respect to purpose and objectives for the Partnering efforts, including a “Mission Statement” for the project. Participation in developing a preconstruction phase Partnering Plan.

- GC/CM Key personnel Roster with names, phone numbers, role during preconstruction and construction services, e-mail address.

Budget: TBD

Task 3 Cost Estimating

Task 3.1 Estimating Methodology Report

Description: Prepare a report documenting the approach that will be used in preparing cost estimates for the project.

Purpose: Provide a report for the development of the Baseline, Alternatives and Construction Cost Estimates, including the types of information required not included in the Contract Documents, other sources of information, recommended level of detail, format of reports, estimating software and descriptions of the estimating process.

The methodology report shall describe how costs will be developed consistently for each element of the estimate and provide a checklist to track completeness of estimate submittals.


Final Estimating Methodology Report and Estimate Format within 21 Days of NTP for Preconstruction Services (allow 7 Days for Sound Transit comments).

Budget: TBD

Task 3.2 Construction Cost Estimate
### Task 3.3 Estimating Support for Evaluation of Alternatives

**Description**
Develop Construction Cost estimates for alternative concepts, designs, approaches, or means and methods as necessary to evaluate ideas proposed as part of the VE, Constructability and Risk Reviews (Task 5) reviews or through other discussions and proposals. Cost estimates are to include any impacts to interfacing contracts and be at the same level of detail and format as established in the Baseline Construction Cost Estimate.

**Purpose**
To inform the decision-making process on the acceptance of alternatives based on the cost savings that would result from inclusion of changes into the project.

**Deliverables**
Detailed Alternative Construction Cost Estimates included within the Final Alternative Recommendations Report for up to 20 alternative concepts and comparison of alternatives to baseline costs for the same item using a combination of narrative and tables to clearly demonstrate cost differences.

**Budget**
TBD

### Task 4: Construction Schedules

**Task 4.1 Contract CPM Schedule**
Description: Develop a Contract Critical Path Method (CPM) Schedule in accordance with the requirements of the U830 Contract Specifications, Section 01 32 12, Scheduling the Work (1.04.B through E, 1.04.H through N and 1.05.A through E).

The schedule shall be for the University Link Systems Scope of Work (U830) based on the design documents provided by Sound Transit. Design documents will be between 90% and 100% complete for this effort.

Purpose: To incorporate all Sound Transit, third party and GCCM activities into one schedule. Included in this schedule shall be all subcontract bid package development, subcontract bidding/procurement and anticipated construction activities. The schedule shall identify all long-lead procurement items. The final schedule shall produce a complete, accurate and timely representation of the schedule for the GC/CM MACC negotiations.

Deliverables: Initial draft Contract CPM Schedule within 45 Days of NTP for Preconstruction Services.

Contract CPM Schedule update after Sound Transit Review with 60 Day of NTP.

One additional Contract CPM Schedule updates before final.

Final Contract CPM Schedule within 120 Days of NTP for Preconstruction Services (allow 7 Days for Sound Transit comments). Final Construction Contract CPM Schedule including cost and resource loading as well as schedule changes resulting from the various reviews performed in the preconstruction phase.

The Final submittal shall include a technical memorandum explaining schedule in conformance with the requirements of the U830 Contract Specifications, Section 01 32 12, Scheduling the Work – following evaluation and finalization of alternatives and prior to the start of MACC negotiations.

Budget: TBD

Task 4.2 Scheduling Support for Evaluation of Alternatives

Description: Develop Construction Fragnet Schedules for alternative concepts, designs, approaches, or means and methods as necessary to evaluate ideas proposed as part of VE and constructability reviews or through other discussions and proposals.

Construction Fragnet Schedules shall be developed in accordance with the requirements of 01 32 13 established in Task 4.1.

Purpose: To inform the decision-making process on the acceptance of alternatives based on the schedule impacts that would result from inclusion of changes into the project.

Deliverables: Detailed Construction Fragnet Schedules included within the Final Alternative Recommendations Report for up to 20 alternative concepts and comparison of alternatives to baseline schedules for the same item using a combination of narrative and tables to clearly demonstrate time differences.

Budget: TBD
Task 5: Project Reviews

Task 5.1 Value Engineering, Constructability and Risk Management

Description GCCM shall schedule and participate in three multi-disciplinary Workshops with the Project Team. Provide input on Value Engineering ideas, constructability issues and allocation/mitigation of project risks.

Value Engineering Workshop: a four Day workshop using a GCCM-recommended value engineering format to familiarize team with project details and explore VE ideas. Review design documents and provide comments and recommendations on Value Engineering opportunities.

Constructability Review Workshop: a three Day workshop to explore constructability review opportunities. Review design documents and provide comments and recommendations on Constructability opportunities.

Risk Allocation Workshop: a three Day workshop to analyze and discuss risk allocation and mitigation. Review Contract Documents and provide comments and recommendations on risk allocation and mitigation.

Reports: Following each Workshop develop a separate Draft Report that identifies all proposed changes together with drawings, specifications and/or interfaces with other contract designs that will require modification as a result of the proposed changed. Reports shall include analysis of costs and schedules and savings or other benefits that will be gained with the recommended alternatives.

Compile each Draft into a comprehensive Final VE, Constructability and Risk Mitigation Recommendation Report.

Purpose To review and provide and recommendations on the construction documents with issues such as phasing of the work, staging, temporary work, new construction techniques or methods for executing the work, value engineering suggestions that could lead to cost reductions along with identifying where the contract documents are not consistent or complete. Review to ensure that good building practice is being incorporated into the documents and design elements are buildable as drawn. Also identify whether project sequencing is viable with respect to other U-Link construction contracts and third-party requirements.

Deliverables Draft Value Engineering Recommendation Report – within 7 Days of Workshop

Draft Constructability Recommendation Report - within 7 Days of Workshop

Draft Risk Allocation and Mitigation Recommendation Report– within 7 Days of Workshop

Final Comprehensive Recommendations Report – No later than 90 Days from NTP for Preconstruction Services.

Budget TBD
Task 5.2 Subject Specific Review Meetings

Description  Conduct workshops to review specific elements of the work with discipline specialists and to develop ideas and recommendations for project improvements. Elements of the work that may be addressed in these meetings include: Track Installation, Floating Slab Installation, Train Control SCADA and Emergency Ventilation Control SCADA design, Initial Segment/Airport Link Retrofit plan.

Frequency  Anticipate 4 workshops, each having durations of 2 days (average) to be conducted within 90 days of NTP for Preconstruction Services.

Purpose  To review project and formulate approaches and ideas to improve the delivery of specific elements of the work. These are intended to be discipline-specific and involve a small group of subject-matter experts.

Deliverables  A report for each workshop explaining recommendations for implementation of the work elements evaluated, including cost and schedule savings, risk mitigations, “ripple” effects on other work elements, and operational impacts.

Budget  TBD
ATTACHMENT E - REQUEST FOR INFORMATION (RFI) FORM

PLEASE SUBMIT YOUR QUESTIONS TO:
Email: david.christianson@soundtransit.org
or Fax to: (206) 398-5271
Attn: David A. Christianson, Sr. Construction Contracts Specialist, Procurement & Contracts Division

RFQ/PA NO. RTA/LR 148-10
U830 Systems Construction

Date: ____________  Page 1 of _____
Proposer: ____________________________________________
Address: ____________________________________________
Telephone No.: _______________  Fax No.: _______________
Email: _____________________________

SUBJECT: ____________________________________________

Information Requested:
EXHIBIT 1 – GC/CM CONSTRUCTION CONTRACT FORM (SAMPLE)
EXHIBIT 1

GC/CM CONSTRUCTION CONTRACT

THIS AGREEMENT, made this ___ day of __________, 20___ by and between CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“Sound Transit”), and [Type text] hereinafter called the "GC/CM Contractor agree as follows:

The GC/CM Contractor, for the consideration specified in the Contract Documents, shall in strict accordance therewith perform all the activities required by the Contract Documents for the following project:

[Type text]

Contract No. RTA/LR 148-10

1. Sound Transit agrees to pay the GC/CM Contractor for fulfillment of the Work and performance of the covenants as set forth in the Contract Documents.

2. The Contract Documents consist of the Contract Agreement, General Conditions, Special Conditions, Diversity Program Provisions, Drawings, Specifications, Addenda and other documents listed below issued prior to execution of this Contract Agreement and all Change Orders issued subsequent to execution of this Contract Agreement. Such Contract Documents form the Contract and all are as fully a part of the Contract as if attached to this Contract Agreement or repeated herein. The following is an enumeration of the Contract Documents, in their order of precedence:

   i. Change Orders
   ii. GC/CM Construction Contract with Attachment(s)
   iii. Special Conditions
   iv. GC/CM General Conditions
   v. Contract Specifications
   vi. Contract Drawings
   vii. OCIP Manual
   viii. Diversity Program Provisions
   ix. Labor Compliance Manual
   x. Utility Standards
   xi. Industry Standards, if specifically incorporated into a Contract Document(s)
   xii. The documents the GC/CM Consultant submitted in response to the Request For Qualifications and Proposed Approach (RFQ/PA) and the Final Proposal submitted in response to the Request for Final Proposals (RFFP).
   xiii. The RFQ/PA and RFFP related to the Project.
3. The GC/CM Contractor agrees to complete all general contractor and construction management services and the Work, furnish all tools, materials and equipment necessary on the terms and conditions specified in the Contract Documents. The GC/CM Contractor further agrees to assume and perform all of the covenants and conditions required of the GC/CM Contractor pursuant to these Contract Documents, for a Total Contract Cost of $[Type text]
which is comprised of the following elements:

<table>
<thead>
<tr>
<th>(1) <strong>MAXIMUM ALLOWABLE CONSTRUCTION COST (MACC)</strong></th>
<th>$ [Type text]</th>
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<tr>
<td>(a) Maximum Total Subcontract Package Cost (MTSPC) =</td>
<td>$[Type text]</td>
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<td>(b) 2.5% (of MTSPC) MACC Risk Contingency Account =</td>
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<td>(c) Negotiated Support Services = $[Type text]</td>
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<tr>
<th>(2) <strong>FIXED GCCM FEE</strong> = $ [Type text]</th>
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<tr>
<th>(3) <strong>FIXED AMOUNT FOR SPECIFIED GENERAL CONDITIONS WORK</strong> = $ [Type text]</th>
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</thead>
</table>

**TOTAL CONTRACT COST =** (1) + (2) + (3) = $ [Type text]

*All amounts identified above include applicable retail sales tax to be paid pursuant to Rule 171*

*See General Condition 7.18 (Rule 171 Tax Exemption)*
4. This Contract is separate and distinct from any agreement entered into for Preconstruction Services.

IN WITNESS WHEREOF, the parties have caused this Contract Agreement to be executed as the date indicated above.

**SOUND TRANSIT:**

By: ___________________________  By: ___________________________

Celia Kupersmith
Deputy Chief Executive Officer

---

**GC/CM CONTRACTOR:**

Print Name and Title

---

Approved as to Form:

By: Sound Transit Legal Counsel

---

END OF FORM
## EXHIBIT 2
### GC/CM GENERAL CONDITIONS
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ARTICLE 1  GENERAL

1.01  DEFINITIONS

The following definitions shall be applicable in the Contract Documents unless the context requires otherwise and even if the defined term is not presented with initial capital letters.

A.  **Acceptance** – The date upon which the full and satisfactory physical completion of all or part of the Work is attained, including all Punch List work, as documented in the Notice of Acceptance.

B.  **As-Built Drawings** – Neatly and legibly marked set of Contract Drawings showing any and all Changes in the Work, including final locations of all items of Work.

C.  **Business Days** – Monday through Friday, excluding legal holidays.

D.  **Change** - Any alteration in the Contract Documents or the Work modifying the scope of work, equipment, materials, facilities, services, site, performance, schedule, or other material provision of the Contract.

E.  **Change Notice** - A written document issued by Sound Transit to the Contractor describing a proposed change to the Work. A Change Notice may be issued with a Work Directive (CN-WD) or may request the Contractor to prepare a Cost and Schedule Proposal (CN-RFP).

F.  **Change Order** - A written document signed by Sound Transit which alters the scope of the Work, the Schedule, the TCC (or any component thereof), the Contract Time, or makes any other change to the Contract.

G.  **Claim** - A written demand by the Contractor seeking (1) the payment of money or adjustment to the TCC (or any component thereof); (2) an extension of Contract Time; (3) an adjustment of Contract terms; and/or, (4) other relief arising under or relating to the Contract or Work.

H.  **Construction Schedule** - The most-current Contract Critical Path Method ("CPM") Schedule(s) prepared by the Contractor in accordance with the requirements of the Contract setting forth the logical sequence of activities required for the Contractor's orderly performance and completion of the Work in accordance with the Contract and specifically to meet the specified Contract Milestones and Contract Time.

I.  **Contract ("Agreement")** – The GC/CM Construction Contract is the written agreement executed by a duly authorized representative of Sound Transit and the Contractor which sets forth the rights and obligations of the parties in connection with the Work.

J.  **Contract Documents** - The GC/CM Construction Contract, Contract Drawings, Contract Specifications (and any materials incorporated therein), GC/CM General Conditions, Special Conditions, Diversity Program Provisions and any other documents listed in Section 1.05, Order of Precedence.

K.  **Contract Drawings** - Plans, profiles, typical cross sections, general cross sections, elevations, schedules, and details listed or included in the Contract Documents.

L.  **Contract Milestone** – A specified milestone date in the Contract by which the Contractor is required to complete a designated portion or segment of the Work.

M.  **Contract Records** – Materials, whether or not identified in the Contract Documents, which document the performance and cost of the Work as well as any materials as more fully defined in Section 3.03.
N. Contract Specifications - The part of the Contract Documents that specify the technical and specific requirements of the Work.

O. Contract Time - The time allotted in the Contract Documents for completion of the Work. The Contract Time begins upon the effective date of the Notice to Proceed and ends on the date of Final Acceptance. Contract Time incorporates the Contract Milestones established for the Contract.

P. Contractor ("GC/CM Contractor") - The person, persons, partnership, joint venture, company or corporation which enters into the Contract with Sound Transit for the performance of Work.

Q. Contractor’s Project Manager - Contractor's authorized representative that is charged with the professional execution of the Contract, as designated in writing to Sound Transit.

R. Cost and Schedule Proposal - A document prepared by the Contractor at the request of Sound Transit, which proposes in detail changes to the Work and/or adjustments to the TCC (or any component thereof) and/or Contract Time.

S. Critical Path - The longest, continuous sequence of activities that begins at the start of the Contract (effective date of the Notice to Proceed) and concludes with attainment of Acceptance. This path represents the longest chain of interrelated activities throughout the network from beginning to end. These activities are critical, because delay to an activity on this path will extend the Contract Milestone(s) and/or the date of Acceptance.

T. Days - Calendar days, unless otherwise specified.

U. Defective Work - Specific elements of the Work that do not conform to the requirements of the Contract, or a portion of the Work that does not function properly during the Contract Warranty period.

V. Equitable Adjustment - A Contract process for adjusting the TCC (or any component thereof) to compensate the Contractor for Extra Work, as part of a negotiated Change Order.

W. Equivalent - Equal or better quality and performance to that specified in the Contract Documents.

X. Extra Work - Furnishing of materials and/or equipment and/or the performance of Work neither directly nor by implication called for in the Contract Documents.

Y. Final Acceptance – The date upon which the Contractor has fulfilled all of its obligations under the Contract as documented in the Notice of Final Acceptance. General Conditions – The provisions set forth in this Section 00200 of the Contract Documents which, as augmented and supplemented by other Contract Documents, describe the contractual relationship of Sound Transit and the Contractor and their rights and responsibilities to each other and other parties affected by the Work.

Z. Hazardous or Contaminated Substance - (a) any substance, product, waste, or material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq.; the Clean Water Act, 33 U.S.C. Sections 1251, et seq.; or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order, or decree regulating or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous
waste, substance, or material, as now or any time thereafter in effect; (b) any substance, product, waste, or other material of any nature whatsoever that may give rise to liability under any of the above statutes or under any reported decision of a state or federal court; (c) petroleum or crude oil, excluding de-minimus amounts; and (d) asbestos.

AA. **Industry Standards** – Drawings, documents and specifications or portions thereof published by industry organizations. Industry Standards are not Contract Documents unless specifically listed as such in a Specification or Drawing.

BB. **Inspection Holdpoint** – A point in the Work activity where an inspection is required prior to proceeding with the next Work activity.

CC. **Non-Conforming Work** – Material, equipment, or workmanship proposed or incorporated into the Work that does not meet the requirements of the Contract Documents.

DD. **Notice** - Communication in writing which complies with the requirements of the Contract Documents to provide or issue any information, warning, announcement, instruction, consent, approval, certificate, or determination by any person or party to the Contract.

EE. **Notice of Intent to Claim** - A written notice of a potential claim submitted by the Contractor to Sound Transit within the time limits and under the conditions specified in the Contract Documents.

FF. **Notice to Proceed** - Written notice issued by Sound Transit establishing the date on which the Contractor may commence Work, and directing the Contractor to proceed with all or a portion of the Work.

GG. **Owner Controlled Insurance Program (OCIP)** – The insurance applicable to the Work or Project if furnished by Sound Transit, as more specifically set forth in the Contract Documents.

HH. **Product Data** - Information furnished by the Contractor to describe materials used for some portion of the Work, such as written or printed descriptions, illustrations, standard schedules, performance charts, instructions, brochures, and diagrams.

II. **Project** - Sound Transit's project, of which the Contract is a part.

JJ. **Provisional Sum** - An amount established in the Contract Documents for inclusion in the MACC to cover the cost of Work which may or may not be carried out by Contractor and which cannot be accurately quantified at the time of MACC Negotiation, with provision that variations between such amount and the finally determined cost of the prescribed items will be reflected in Change Orders appropriately adjusting the final TCC. Any amount included as a Provisional Sum but not used in the course of the Work shall be returned to Sound Transit by way of deductive Change Order. If the actual amount of Provisional Sum work exceeds the Provisional Sum included in the MACC, adjustment to the TCC (or any affected component thereof) shall be in accordance with Article 4 (Changes).

KK. **Punch List** - The list(s) of elements of the Work that remain to be completed after achievement of Substantial Completion of the Work or portions of the Work which must be completed as a condition of Acceptance.

LL. **Reference Documents** – Reference Drawings, Reference Specifications, and other documents which provide supplemental information regarding the Contract and which are not Contract Documents except as provided for in Section 1.05.

MM. **Reference Drawings** – Drawings prepared by or belonging to Utilities or other third parties (including but not limited to other governmental bodies in whose rights-of-way, easements or properties all or part of the Work is to be executed).
NN. **Reference Specifications** – Specifications prepared by or belonging to Utilities or other third parties (including but not limited to other governmental bodies in whose rights-of-way, easements or properties all or part of the Work is to be executed).

OO. **Request for Information (RFI)** - The document by which the Contractor requests clarification, verification or information concerning a portion of the Work.

PP. **Resident Engineer** - Sound Transit's authorized representative designated to perform technical and administrative functions of the Contract.

QQ. **Responsible Subcontractor (Responsibility)** – A Responsible Subcontractor who complies with the requirements of RCW 39.04.010, 39.04.350, and 39.06.020 and who is determined to have: certification of registration in compliance with chapter 18.27 RCW; a current state unified business identifier number; if applicable, industrial insurance coverage for the bidder’s employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3); A responsible Subcontractor must also, if required by Chapter 19.28 RCW, have an electrical contractor license, and if required by Chapter 70.87 RCW, have an elevator contractor license. Nothing in this definition precludes the Contractor and Sound Transit from including supplemental Subcontractor Responsibility criteria in subcontract bid packages as allowed under applicable law and regulations.

RR. **Safety Certification** – A formal process implemented to ensure that all of Sound Transit's system facilities, equipment, and training programs conform to established requirements. This includes reviewing and certifying items for compliance with operational safety requirements prior to the start of revenue service to ensure a safe operating Sound Transit system.

SS. **Safety Critical Item** – Any submittal, installation, inspection, or test identified in the Safety Conformance Checklist that has been determined by Sound Transit to have an impact on the safe operation of the Sound Transit system.

TT. **Samples** - 1) Representative quantities of materials taken in specified amounts and frequencies for subsequent testing in accordance with specified procedures; or 2) physical examples of materials to be supplied or workmanship, which shall, when approved by Sound Transit, establish standards, in addition to those standards in the Contract Documents, by which the Work shall be compared and evaluated.

UU. **Schedule of Values** - The breakdown of the TCC (and each component thereof) into specific components of the Work used as the basis for progress payments.

VV. **Site (aka Project Site)** - The areas that are occupied by or used by the Contractor, Subcontractors, Consultants, and Subconsultants during performance of the construction of any Sound Transit Construction Project in the Puget Sound area of Washington, and that are indicated in the Contract Documents as being within the Work or Project limits. This (1) may include any areas outside the Project or Work limits which are designated in writing by Sound Transit as being part of the Project Site and (2) excludes off-site precast factories.

WW. **Sound Transit** - The Central Puget Sound Regional Transit Authority.

XX. **Special Conditions** - A part of the Contract Documents, which modify the General Conditions and provide information specific to the Contract.
YY. **Safety Conformance Checklist** – A document that provides evidence that the Sound Transit system will operate safely in accordance with safety critical requirements for documentation, installation, inspection, and testing referenced in the Contract Specifications.

ZZ. **Specifications** – See Contract Specifications.

AAA. **Subcontract** - Any Contract between the Contractor and a Subcontractor, or between Subcontractors of any tier, to perform a portion of the Work.

BBB. **Subcontractor** - An individual, firm, partnership, or corporation that has a contractual obligation with a Consultant, Contractor or other Subcontractor or Supplier to perform some part of the Work required for the completion of the Project or Work, and whose staff or employees are actively performing such Work at the Project or Work Site.

CCC. **Submittal** - Written or graphic document or sample prepared for the Work by the Contractor or a Subcontractor or Supplier and submitted to Sound Transit by the Contractor, including shop drawings, product data, samples, certificates, schedules of material or other data. Submittals are not Contract Documents.

DDD. **Substantial Completion** - The date upon which the Work or a portion thereof has progressed to the point where it is sufficiently complete in accordance with the Contract Documents (including receipt of test and inspection reports) so that the Work, or a specified portion thereof, can be utilized for the purpose for which it is intended, and only minor incidental work remains for Acceptance of the Work.

EEE. **Substitution** – An item of significant difference in material, equipment or configuration which functionally meets the Contract Documents but does not meet the Specifications and is Equivalent to the specified item.

FFF. **Suppliers** - Any person, firm, partnership, corporation, joint venture, or combination thereof, other than a Subcontractor, contracting with the Contractor, either directly or through a lower-tiered contractual relationship, to furnish materials, goods or services in connection with the Contract.

GGG. **Technical Data** - Any plans, drawings, designs, specifications, technical reports, operating manuals, notes, data, documentation, and computer software (in source code and object code form), not specifically designated as existing proprietary know-how of the Contractor, its Subcontractors, Suppliers, or vendors, which are required to be supplied as part of the Work.

HHH. **TCC Documentation** -- Any and all work papers, spreadsheets, takeoffs, material lists, subcontractor quotes, vendor or material quotes, lists of wage rates and equipment rates (both rented and owned) and any and all papers, documents and electronic information or computer files created or used by Contractor when preparing each component of the TCC (including the fixed amount for the detailed Specified General Conditions Work, Negotiated Support Services, the Maximum Total Subcontract Package Cost, the negotiated Maximum Allowable Construction Cost, and the Fixed GC/CM Fee), together with an itemized list of said documents and files. The same level of documentation is required for each Subcontractor or Supplier that comprises the lower of (i) 5% of the MACC or (ii) $5,000,000.

III. **Total Contract Cost** ("TCC") - The total amount payable to the Contractor under the terms and conditions of the Contract, comprised of the fixed amount for the detailed Specified General Conditions Work, the negotiated Maximum Allowable Construction Cost, and the Fixed GC/CM Fee.
1. **Fixed GC/CM Fee** – The fixed fee to be earned by the Contractor as overhead and profit. The fee is determined by multiplying the fixed percentage fee proposed by the Contractor in the Final Proposal Form by the negotiated Maximum Allowable Construction Cost (MACC).

2. **Specified General Conditions Work** -- All tasks and services (except those specifically identified as Negotiated Support Services) required to execute the Work as well as the requirements of the Contract contained in (1) these GC/CM General Conditions, (2) Special Conditions (if any), (3) the Division 01 specifications, and as further set forth in Section 9.10 (F). These requirements also include, but are not limited to, (1) all costs to manage and ensure compliance of subcontractors at all tiers with the requirements of the Labor Compliance Manual and the OCIP Manual and (2) all costs of the Contractor to manage and ensure compliance with the Labor Compliance Manual and the OCIP Manual of its own employees and craft laborers. Using the 5-cent-per-labor-hour pre-apprenticeship training program as an example, the fixed amount for the detailed Specified General Conditions Work must include (1) all costs to the Contractor associated with managing and ensuring compliance of subcontractors at all levels with the program and (2) the 5-cent contribution for all applicable labor hours required to perform the Specified General Conditions Work; but the 5-cent contribution for applicable labor hours required for subcontractors to perform the Work comprising the MACC are not included in the fixed amount for the detailed Specified General Conditions Work and will instead be included in the subcontract packages as part of the MACC.

3. **Maximum Allowable Construction Cost (“MACC”)** – The maximum cost to construct the Work. Subcomponents of the MACC include the (1) Maximum Total Subcontract Package Cost, (2) Negotiated Support Services (if any), (3) Provisional Sums (if any), and (4) Risk Contingency Account (if any).

4. **Maximum Total Subcontract Package Cost** – The maximum total amount to be paid by Sound Transit for all subcontract bid package Work, including any subcontract bid package Work successfully bid on by the Contractor.

5. **Negotiated Support Services** – Tasks and services that would otherwise fall within the definition of Specified General Conditions Work but for their being specifically identified in the Contract Documents (as summarized in the GC/CM Summary Cost Allocation Matrix) as Negotiated Support Services.

6. **MACC Risk Contingency** – The MACC Risk Contingency is a fixed amount specified on the GC/CM Construction Contract for use as set forth in Article 9.10 of these GC/CM General Conditions. It is calculated by multiplying the MACC Risk Contingency percentage specified in the Request for Final Proposals with the Maximum Total Subcontract Package Cost at the time of execution of the Construction Contract. The MACC Risk Contingency Account will not increase with changes to the Maximum Total Subcontract Package Cost.

JJJ. **Unknown Hazardous and Contaminated Substances** - Hazardous or Contaminated Substances that were not indicated in the Contract Documents prior to construction, that were present on the Site prior to construction, and that are unexpectedly encountered by the Contractor during the performance of the Work.

KKK. **Utility** - All public and private facilities or installations, other than the Sound Transit system facilities, which relate to (1) the conveyance and supply of water, sewage, gas, chemicals, steam, petroleum products, and other piped installations, or (2) electrical energy,
telephone, telegraph communications, radio, television, cellular or wireless communications, and public transit installations.

LLL. **Utility Standards** - Drawings and specifications for Utilities published or issued by municipalities or Utility companies.

MMM. **Work** - The requirements of the Contract as specified, shown, indicated, or implied in the Contract Documents, including all alterations, amendments, or extensions thereto made by Change Orders.

1.02 **INTENT AND INTERPRETATION OF CONTRACT DOCUMENTS**

The intent of the Contract Documents is to describe the construction and completion of the Work through the use of the GC/CM contracting method. The Contractor shall provide all services required of a general contractor and construction manager to execute the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, best practices shall be followed and only materials and workmanship of acceptable quality shall be used. Unless otherwise specifically stated in the Contract, the Contractor shall furnish, deliver, provide, and pay for all materials, labor, professional services, tools, equipment, water, light, power, heat, transportation, supervision, temporary construction of any nature, consumables, and other services and facilities of any nature whatsoever, necessary to execute, complete and deliver the Work within the Contract Time. The Work shall be executed in strict conformance to the Contract requirements.

The Contract Documents set forth the requirements as to the nature of the completed Work and do not purport to control the means and methods of performing Work, unless specifically set forth in the Contract Documents. The Contractor is wholly responsible for making its own decisions about the means and methods of performing the Work. If any references have been made in the Contract Documents to responsibilities of Work by crafts and specialty or trade contractors, these references were made for the convenience of preparing the Contract Documents and are not intended to limit any responsibility of the Contractor to provide a complete installation under the Contract.

1.03 **CONTRACT IS SUBJECT TO FTA PROVISIONS**

The Contract may be partially funded by the Federal Transit Administration ("FTA") and may therefore be subject to certain federal provisions. The FTA requires that certain terms and conditions of the Contract Documents be included in all Subcontracts. The Contractor shall be responsible for ensuring all applicable mandatory FTA provisions are included in all Subcontracts, including all provisions set forth in Article 13 FTA Provisions - See Section 13.01.

1.04 **CONFORMITY TO CONTRACT DOCUMENTS**

The Work in all cases shall conform to the lines, grades, cross sections, and dimensions shown on the Contract Documents or approved modifications thereto, and shall be within the tolerances specified, or, if no tolerance is specified, shall be as determined by the Resident Engineer.

1.05 **ORDER OF PRECEDENCE**

A. The Contract Documents are intended to be complimentary and to describe and provide for a complete Work and Project. They are also to be interpreted, in harmony so as to avoid conflict, with words and phrases consistent with construction and design industry standards. The Contract Documents identified below are listed in order of precedence. To the extent that there are different provisions in Contract Documents that address the same matter or subject and these different provisions conflict, the document having the highest priority that addresses the matter or subject shall control. If conflicting provisions within the
same level of Contract Documents exist, and one is more stringent than another, the more stringent provision will prevail.

- Change Orders
- GC/CM Construction Contract with Attachment(s)
- Special Conditions
- GC/CM General Conditions
- Contract Specifications (except where specifically noted)
- Contract Drawings
- Owner Controlled Insurance Program Manual
- Diversity Program Provisions (Section 00400)
- Labor Compliance Manual
- Utility Standards
- Industry Standards, if specifically incorporated into a Contract Specification
- Signed and Completed Final Price Offer Form
- Request for Final Proposals for GC/CM Services
- Request for Qualifications and Proposed Approach for GC/CM Services

B. In case of differences between small and large-scale drawings, the large-scale drawings shall govern. Schedules on drawings shall take precedence over conflicting notations on drawings. In the event of discrepancy between any drawing and the figures written thereon, the figures, unless otherwise indicated, shall govern over scaled dimensions.

C. References to Industry Standards, material specifications, test methods, or other publications of the Washington State Department of Transportation (WSDOT), American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), other governmental agencies, or other recognized national organizations, are those officially adopted by those agencies and organizations. Industry Standards (if specifically incorporated by any Specification) apply only to material, workmanship and procedure, and the commercial terms (e.g., Control of Work, Temporary Traffic Control, Legal Relations and Responsibilities to the Public, and Measurement and Payment) are not intended to be included in any such incorporation. All material, equipment and workmanship specified by the number, symbol, or title of an incorporated Industry Standard shall comply with the latest edition or revision thereof and all amendments and supplements thereto in effect on the date of the execution of the GC/CM Construction Contract, except where a particular edition or revision thereof is indicated in the incorporation.

D. Reference Documents shall constitute Contract Documents (and shall take precedence over Contract Specifications and Contract Drawings) if and to the extent that Reference Documents are specified and made applicable to all or part of the Work in a Contract Specification or Contract Drawing.

1.06 REQUESTS FOR INFORMATION

A. If the Contractor discovers, or in the exercise of reasonable diligence should have discovered, that the Work to be performed is not sufficiently detailed or explained in the Contract Documents, or that there is a conflict or inconsistency between any parts of the
Contract Documents, the Contractor shall promptly apply to the Resident Engineer for such further written explanation(s) as may be necessary using a Request for Information (RFI) form to be provided or approved by the Resident Engineer. The Resident Engineer will address the RFI in writing. Before submitting a RFI, the Contractor shall diligently and thoroughly examine the Contract Documents. Costs incurred by Sound Transit to respond to RFIs which could have been avoided had the Contractor examined the Contract Documents shall be the responsibility of the Contractor. The Contractor shall also plan its Work in an efficient manner so as to allow for timely responses to RFIs. If requested by the Resident Engineer, the Contractor shall prioritize its RFIs and explain the reasons for such priority. The Contractor's submission of an RFI shall be a condition precedent to a Contractor submitting a claim related to any conflict or inconsistency, and the Contractor's failure to apply to the Resident Engineer for interpretation or clarification of any known conflict or inconsistency shall bar any subsequent claim related to the conflict or inconsistency. The Contractor's submission of an RFI does not fulfill the requirements of Article 10 for timely Notice of Intent to Claim or Notice of Delay and shall not constitute a Claim.

B. The Resident Engineer will reply to the RFI with reasonable promptness, which on average is defined to mean twenty (20) Days. If Contractor submits an RFI on an activity and reasonably believes that a response from the Resident Engineer within up to twenty (20) Days will cause a delay to the Critical Path of the Work, Contractor shall denominate such particular RFI as “Priority” and indicate Contractor's preferred reasonable response date, which Sound Transit does not warrant it will achieve, but which the Resident Engineer will in good faith attempt to attain.

C. Responses by the Resident Engineer to RFIs are not changes to the Contract. If Contractor believes a response to an RFI constitutes changed work or causes an adverse impact to performance of the Work or Construction Schedule, the Contractor is required to submit a Request for Change in accordance with the requirements of Section 4.02.

1.07 SITE INVESTIGATION AND CONDITIONS AFFECTING WORK

A. By executing the Contract, the Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the condition of the Site itself, including without limitation the general and local conditions which can affect the Work or its costs, including but not limited to local weather, geotechnical conditions, traffic patterns, availability of labor, available Utilities, local requirements, permit conditions, adequacy and accuracy of Contract Documents, the character of equipment and materials required to perform the Work, and conditions bearing upon Utilities as relates to temporary or permanent relocation or installation thereof.

B. The Contractor acknowledges that any geotechnical, soils or subsurface reports, including core sample reports, referenced in the Contract Documents are only intended to describe the conditions at those particular locations at a particular point in time, and are not guaranteed to represent the actual conditions the Contractor will encounter during the course of the Work. The Contractor acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Site and information available to the Contractor in the Contract Documents.

C. If a Geotechnical Baseline Report (GBR) has been provided, then it shall be used and relied upon by the Contractor to develop its MACC estimate as part of the MACC negotiations with Sound Transit.
D. If a GBR has not been provided, the Contractor must make its own judgments regarding (1) the character, quality, and quantities of surface and subsurface materials or obstacles to be encountered using the information in the Contract Documents, and (2) information that is reasonably ascertainable from an inspection of the Site by the Contractor.

E. Any failure of the Contractor to take actions described and acknowledged in this Section shall not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing and managing the Work, or for proceeding to successfully perform the Work without additional expense to Sound Transit.

F. By executing the Contract, the Contractor certifies that it has carefully reviewed, has requested clarification, and understands all of the Contract Documents; has inspected the Site as needed to evaluate and assess all pertinent existing conditions applicable to the Work, and is satisfied as to its ability and intention to conduct and complete the Work required in the Contract Documents on the terms and conditions stated in the Contract. In particular, the Contractor certifies that it has reviewed the requirements for the format and detail of records to be maintained at all times during the performance of Work, and that it has instituted or will implement the preparation and maintenance of all such records. In particular, the Contractor represents as follows:

1. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect the cost, progress, performance and furnishing of the Work;

2. It has correlated the information known to the Contractor and information and observations obtained from visits to the Site with reports and drawings identified in the Contract Documents; and

3. It has given Sound Transit written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 2  AUTHORITY AND RESPONSIBILITY

2.01 CONTRACT IS BETWEEN CONTRACTOR AND SOUND TRANSIT

The Contractor is an independent contractor with respect to the performance of all Work herein, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, partner, fiduciary or trustee of Sound Transit. The Contractor shall not conduct itself as, nor claim to be, an officer or employee of Sound Transit. The Contractor shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of Sound Transit, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit. No employee of the Contractor or any Subcontractor is or shall be deemed to be an officer or employee of Sound Transit. Subcontractors to the Contractor will not be recognized as having a direct relationship with Sound Transit, nor are Subcontractors intended or incidental third-party beneficiaries to the Contract.

2.02 DUTY OF CONTRACTOR

A. The Contractor has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractors and Suppliers and for all other persons that the Contractor or any Subcontractor or Supplier hired to perform or assist in performing the Work.
B. The Contractor shall enforce strict discipline and good order among its employees at all times and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him or her. Any person employed on the Project by the Contractor or any of its Subcontractors who, in the opinion of Sound Transit, does not perform his or her work in a proper and skillful manner, or is intemperate, disorderly, reckless, or engages in any abuse or harassment, shall, at the written request of Sound Transit, be removed forthwith by his or her employer, shall not again be employed on the Work or Contract without the approval of Sound Transit, and shall, at the Contractor's own expense, promptly be replaced by a suitably qualified person.

2.03 AUTHORITY OF RESIDENT ENGINEER

A. Sound Transit will designate a Resident Engineer prior to or concurrent with Sound Transit's issuance of the Notice to Proceed. The Resident Engineer is Sound Transit's point of contact for the Contractor. The Resident Engineer shall have the authority to administer the Contract so that the completion thereof may be accomplished in accordance with the Contract Documents.

B. The Resident Engineer may designate technical support staff to perform functions under the Contract, such as inspection of the Work, review and/or inspection and acceptance of materials, supplies or services, witness of functional testing, and other functions of a technical or administrative nature.

C. Sound Transit and the Resident Engineer shall have access to the Site and the Work at all times. Should the performance of the Contractor or the quality of the Contractor's work or materials furnished not meet the standards specified, the Resident Engineer may take or require such measures as the Resident Engineer deems necessary to ensure compliance with contractual requirements. Any failure by the Resident Engineer to take these actions shall not relieve Contractor from performing its Contract obligations. The Contractor shall carry out the instructions of the Resident Engineer, or any person to whom the Resident Engineer delegates authority. The Resident Engineer shall give the Contractor written notice of said delegation, concerning the Work.

2.04 CONTRACTOR'S PROJECT MANAGEMENT AND SUPERVISION

A. As part of the proposal submitted by the Contractor in response to Sound Transit's Request for Qualifications and Proposed Approach (RFQ/PA), the Contractor provided in writing to Sound Transit the name, qualifications and experience of the Contractor's proposed corporate executive dedicated to the Project, Project Manager, General Superintendent, Project Engineer, Cost Estimator, Scheduler, and Safety Officer (collectively referred to as Key Personnel), who, upon approval by Sound Transit, shall have complete authority to represent and to act for the Contractor. If for any reason and at any time any of the proposed Key Personnel submitted by the Contractor are not acceptable to Sound Transit, or become unacceptable, or unavailable based on circumstances beyond the Contractor's control, the Contractor shall propose additional candidates within ten (10) Days of receiving written notice from Sound Transit.

B. Sound Transit shall have the right to require the Contractor to remove any of the Key Personnel from the Site or the Work in the event any of them fails to uphold or meet the requirements of the Contract or fails to perform in a competent, qualified or professional manner. Failure by Sound Transit to remove such Key Personnel shall not relieve Contractor of its Contract or other obligations.

C. The Contractor's Project Manager, or a designee, shall be present at the Site of the Work at all times while the Work is actually in progress. The Contractor's Project Manager shall
notify the Resident Engineer of the name(s) and means to contact the individual(s) who have the authority to act for the Contractor's Project Manager at such times that the Contractor's Project Manager is not present on any particular part of the Work. In the absence of such notification, the Resident Engineer may give direction to the superintendent or foreman in charge of the particular part of the Work in reference to which the directions are given so long as said directions are confirmed by the Resident Engineer in writing to the Contractor's Project Manager.

D. Because the Contract was awarded to the Contractor after a competitive GC/CM selection process wherein Contractor represented that specific Key Personnel as identified in the Request for Qualifications and Proposed Approach would be used to carry out the Work or fulfill any Contract responsibilities, Contractor's failure to use such key personnel after award of the Contract shall (subject to the exception in Part 2.04.F) constitute a breach of Contract entitling Sound Transit at its option to any and all remedies, including but not limited to specific performance, revocation of the Contract Award, refusal to authorize Notice to Proceed, suspension of Work for such time period as is necessary for Contractor to comply with the Contract by mobilizing the specific individuals, and/or termination of the Contract.

E. If the Contractor wishes to replace any of its Key Personnel at any time during the performance of the Contract, it first shall submit the résumé of its new candidate to Sound Transit for Sound Transit's approval, which shall not be unreasonably withheld. Any new candidates requested as a substitution shall have similar and sufficient skills, knowledge, and experience and must be fully capable for performing successfully on the Project. The Contractor shall not make the substitution without Sound Transit's prior written approval.

F. Sound Transit will not enforce the provisions in Part 2.04C in the event compliance becomes impossible or commercially impracticable or such personnel no longer work for Contractor, provided Contractor first submits substitute key personnel of equivalent skills, credentials and experience for approval by Sound Transit, which shall not be unreasonably withheld.

2.05 SUBCONTRACTING

A. Subcontract Buy Out

1. Subcontract Packaging Plan. Upon execution of the Contract, the Contractor must maintain the Subcontract Packaging Plan developed under the separately executed Preconstruction Services Agreement between the parties, in a format acceptable to Sound Transit, outlining the subcontract packages and procurement schedule for each package the Contractor intends to prepare to execute the Work. This plan will specifically identify any packages the Contractor intends to bid on to self-perform and include an affidavit stating that such work is customarily performed by the Contractor.

2. Updated Subcontract Packaging Plan and Other Requirements. Before soliciting subcontract bids, the Contractor must submit, for review by Sound Transit: (1) an updated Subcontract Packaging Plan outlining the subcontract packages with bid package estimates and a procurement schedule for each package; (2) an updated Small Business/DBE Plan outlining the outreach and voluntary goal achievement strategies the Contractor intends to implement, and addressing the Contractor’s proposed actions to comply with the requirements of the Diversity Program Provisions; (3) bidding instructions; and (4) standard subcontractor agreements; and (5) an updated Construction Schedule.
3. **Modification of Subcontract Packaging Plan.** During subcontract buyout, the Contractor may request a change in its Subcontract Packaging Plan, and Sound Transit will not unreasonably withhold approval, provided the sum of all final bid package estimates in the Subcontract Packaging Plan as revised does not exceed the Maximum Total Subcontract Package Cost.

4. **Competitive Bidding Required.** Other than the Specified General Conditions Work and Negotiated Support Services, all Work must be competitively bid with public bid openings. Subcontract work cannot be issued for bid until Sound Transit has approved the Contractor’s Subcontract Packaging Plan and individual subcontract packages. When subcontract bid packages are awarded, they must be awarded to the responsible bidder with the lowest responsive bid that has met any eligibility requirements established pursuant to RCW 39.10.400.

5. **Self-Performance by GC/CM.** The Contractor may bid on subcontract work and/or supply of equipment and materials, which it customarily performs or supplies. The Contractor’s interest in the Work must not diminish its duty to aggressively seek competition for bid packages. In the event the Contractor will be bidding on subcontract work, Sound Transit will manage the bidding process. Notice of the Contractor’s intention to bid must be included in the public solicitation for bids for that package. In no event may the value of the subcontract work performed by the Contractor exceed 30% of the Negotiated Maximum Allowable Construction Cost (MACC). The Contractor must provide staff to superintend and manage subcontract packages it self-performs that is separate and distinct from the staff involved in the management of the Contract. In no event may the Contractor or its subsidiaries purchase equipment or materials for assignment to Subcontractors for installation or warranty.

6. **Pre-Bid Determination of Subcontractor Eligibility.** Sound Transit and the Contractor may determine subcontractor eligibility to bid on certain bid packages based on the process set forth in RCW 39.10.400. Subcontract bid packages will be awarded to the responsible pre-qualified bidder submitting the lowest responsive bid.

7. **Alternative Subcontractor Selection Process.** Sound Transit and the Contractor may determine that it is in the best interest of the project and the public to select a mechanical, an electrical Subcontractor, or both, using the alternative selection process set forth in RCW 39.10.385 for subcontracts with an anticipated value that will exceed $3 Million. Sound Transit’s decision to not approve alternative subcontractor selection shall be final and shall not constitute delay. In the event the Contractor and Sound Transit elect to select a mechanical, an electrical subcontractor, or both, using the alternative selection process all costs associated with the selection process shall be negotiated as support services under this Agreement.

8. **Subcontractor Bid Packages.** The Contractor:
   a. Shall not use any Allowances, unless approved in advance by Sound Transit;
   b. May use Provisional Sums with prior approval by Sound Transit.
   c. May not use any Alternates without prior approval from Sound Transit, unless such Alternates were specified in the Contract;
   d. Shall ensure subcontract agreements are in compliance with the provisions of RCW 39.10 and include applicable FTA requirements; and
e. Shall not make changes to the final bid package documents without prior Sound Transit review.

9. **Cost of Subcontract Buy Out Process.** The Contractor is responsible for all subcontracting procurement process costs, which are included as part of Negotiated Support Services. Subcontracting procurement process costs include, but are not limited to, costs associated with developing solicitations for subcontract packages, pre-qualification and subcontract procurement, advertisement, site tours, responding to questions from bidders, bidding of packages, contract award, and bid protests.

10. **Solicitation of Subcontractors.** Solicitation of subcontractors by the Contractor must be made as follows:

   a. Solicitation of Subcontractor bid packages must be in compliance with RCW 39.10.
   
   b. A Sound Transit representative must be present at each bid opening to observe the procedure.
   
   c. Solicitations for bids shall be advertised at least two weeks in advance of the bid submittal deadline, and again one week in advance, in the Seattle Daily Journal of Commerce.
   
   d. Bidders may obtain the bid results by telephone from the Contractor. All such calls will be referred to the Contractor.
   
   e. Solicitation documents shall include responsiveness requirements, Subcontractor Responsibility criteria, and bidding and protest procedures.

11. **Bid Protest.** Contractor is responsible for reviewing and responding to bid protests and shall adhere to the requirements of RCW 39.10.380 in such event. Contractor will also provide notice of any protests to Sound Transit, including copies of the protests and any proposed responses to the protesting entity, at least 48 hours prior to granting or denying the protest.

   B. The Contractor shall be responsible for obtaining from its Subcontractors and submitting to Sound Transit all required certifications, documentation, and submittals, including but not limited to technical submittals, federal certificates, Small Business and DBE compliance forms, and other documentation that is required to be submitted under the terms of the Contract. The Contractor shall be responsible for ensuring that all requirements in the Contract Documents specific to subcontracting are included in Subcontracts, including but not limited to all reporting requirements and mandatory FTA provisions set forth in Article 13.

   C. The Contractor is responsible for evaluating each of its Subcontractors under the Contract and shall award subcontracts only to Subcontractors submitting the lowest responsive and Responsible bid. All Subcontractors shall be properly licensed, registered, or certified, as applicable, to perform the assigned Work and shall meet the Responsibility requirements as specified in RCW 39.10.350 and any applicable supplemental responsible bidder criteria. If requested by Sound Transit, the Contractor shall provide documentation regarding the Contractor's evaluation of any Subcontractor's responsibility and documentation to show that the Subcontractor is properly licensed, registered or certified, as applicable.

   D. The Contractor shall require all Subcontractors to comply with all provisions of the Contract and shall pass down the requirements of the Contract to its Subcontractors so that all the provisions of the Contract are fully effective. The Contractor shall include in all of its
subcontracts a provision requiring the Subcontractors to pass down the requirements of the Contract to its Subcontractors.

E. Within thirty (30) Days of the signing of each subcontract, Contractor shall submit to Sound Transit a Subcontractor Participation Plan. The Subcontractor Participation Plan shall identify the Subcontractor, shall provide the data on which the responsibility determination was based, socio-economic profile data of the Subcontractor, a copy of the subcontract (or at least that portion of the subcontract that demonstrates that all required federal clauses were included in the subcontract) and shall be signed by both the Contractor and the Subcontractor. A sample Subcontractor Participation Plan form will be provided by Sound Transit.

F. Contractor shall submit a Monthly Report on Subcontractors, on a form provided by Sound Transit, as part of its monthly progress payment request. Submission of a completed Monthly Report of Subcontractors shall be a condition precedent to Sound Transit processing progress payment requests.

G. If Contractor believes that a Subcontractor at any tier may not be able to successfully complete any portion of the subcontracted Work, Contractor shall immediately identify to the Resident Engineer the Subcontractor at issue, the reason for believing such subcontractor may not be able to perform the subcontracted Work, and any actions being taken by the Contractor to mitigate such possibility.

H. A Subcontract shall not create a contractual relationship between Sound Transit and the Subcontractor and the Subcontractor shall not have any rights against Sound Transit by reason of its Subcontract with the Contractor.

I. The Contractor shall be responsible for all Work furnished, and the Subcontract shall not relieve the Contractor of any of the Contractor’s obligations or liabilities under the Contract.

J. The Contractor shall be fully responsible and liable for the acts or omissions of all Subcontractors and Suppliers including persons directly or indirectly employed by them, their guests, and invitees. The Contractor shall have sole responsibility for managing and coordinating the operations of its Subcontractors and Suppliers, including the settlement of disputes with or between them.

K. If a Subcontractor’s work fails to meet Contract requirements or if the Subcontractor demonstrates careless or unacceptable workmanship and the Subcontractor fails to respond to notice of such Defective Work or to improve workmanship, the Resident Engineer may direct the Contractor to replace the Subcontractor by rebidding or negotiating the performance of the work or perform the work itself.

L. The Contractor bears all the risk and responsibility for cost overruns resulting from a subcontractor’s inability to perform and the Subcontractor shall not again be employed on the Work. The Contractor shall not be entitled to additional compensation for replacement of Subcontractors.

M. The on-site production of materials produced by other than the Contractor’s forces shall be considered as subcontracted. The erection, establishment, or reopening of on-site plants for production of materials and the operation thereof in the production of said materials for use on the Work shall conform to the requirements relating to labor and insurance set forth in the Contract Documents.

N. Contractor must perform all work required to subcontract the installation of Owner Furnished Equipment, if any, and Owner Existing Contractor-Installed Equipment, if any.
O. If the Contractor completes all Work of the subcontract bid packages, including subcontract bid package Work for which the Contractor is the successful bidder, in a total amount less than the negotiated Maximum Total Subcontract Package Cost, any remaining savings and the associated GC/CM Fixed Percentage Fee amount will be returned to Sound Transit, as a deductive change order, upon Final Acceptance.

2.06 CONTRACTOR'S PLANT AND EQUIPMENT

The Contractor shall furnish plant and equipment that shall be of adequate number, size, and condition to produce satisfactory quality of Work, including without limitation all applicable federal requirements. All plant and equipment used by the Contractor shall meet all applicable safety, noise, and emission regulations and permit requirements as well as other requirements of the Work. Plant and equipment that fails to meet the requirements of the Contract or to produce a satisfactory product or result shall, upon written order by Sound Transit, be removed immediately and not used again on the Project without Sound Transit's prior written approval. All additional costs, delay or impact resulting from Contractor's use of plant or equipment failing to meet Contract requirements shall be at Contractor's expense.

2.07 DEFECT REPORT

If any part of the Contractor's Work depends on proper execution of the work of other forces or existing conditions, the Contractor shall report to the Resident Engineer, before using or relying on such work, all defects found in such work that render it unsuitable for the Contractor's Work. Such report shall be in writing and shall be submitted within thirty (30) Days of being granted access to the Site or Work. Failure of the Contractor to report such defects shall constitute an acceptance of the other forces' work or existing conditions as fit and proper for the execution of the Contractor's Work and shall preclude any claim for additional compensation or Construction Schedule extension for uncovering the Work or correcting defects, except for defects in the other force's work which are latent and not reasonably discoverable. Any request for additional compensation based on work of others or existing conditions shall be governed by the procedures of Article 4, Changes and Change Order Process.

ARTICLE 3 CONTROL OF THE WORK

3.01 NOTICES AND COMMUNICATIONS

A. Sound Transit

All notices, communications, product data, submittals, and other documentation (hereinafter "Communications") submitted by the Contractor to Sound Transit during the course of Contract performance shall be in writing and in the English language. Unless directed otherwise, the Contractor shall deliver communications to the Resident Engineer either in person or at his/her designated office via courier, U.S. Postal Service, or overnight delivery service. Communications by facsimile and e-mail shall be confirmed with original documents properly numbered and delivered.

B. Contractor

Communications shall be deemed to be well and sufficiently given to the Contractor if delivered to its project office, if mailed or delivered to the Contractor's post office box or address as stated in the Contract, or if faxed to the Contractor at a designated fax number.

C. Communications shall be numbered and marked in accordance with specifications related to Document Control in the Contract Documents.
D. To the extent a more specific specification section provides for electronic communication, submittal, exchange, or sharing of documents, the requirements of this section shall be read in conjunction with the specification to reduce unnecessary duplication of documents. However, wherever formal notice is required by a provision of these General Conditions (for example, but not limited to, Notice of Intent to Claim and Notice of Delay), notice will be deemed to have been made only when made in accordance with 3.01(A), (B) and (C).

3.02 COORDINATION WITH OTHERS

A. Sound Transit reserves the right to perform work not included in the Contract or to let other contracts to third parties to perform other work in the vicinity of, or relating to, the Contract. Other government agencies may also be performing other work in the vicinity of or relating to the Contract such as inspections, utility maintenance/relocation/construction, road maintenance/construction and other activities. Private developers or businesses may be engaged in activities in the vicinity of, or relating to, the Contract. The Contractor shall cooperate with Sound Transit, other agencies, and other contractors or developers or businesses in scheduling and coordinating the Contractor's Work with the work of others in order to minimize conflicts, avoid interruptions or delays to others and to promote the orderly completion of the Work as a whole. The Contractor shall not commit or permit any act that will interfere with the performance of work by any government agency, contractor, developer, business or Sound Transit.

B. Unless specifically identified otherwise, the Contractor may not have exclusive access to or use of work areas. The Contractor may be required to use facilities and areas concurrently with others. When other forces are employed on related or adjacent work, the Contractor shall conduct its operations in such manner as to cause the least possible delay and hindrance to the other forces. The Contractor shall be responsible to Sound Transit for all damage to the Work, persons, and property caused to other forces by Contractor's operations and for loss to other forces caused by the Contractor's unnecessary delays or hindrances, and for failure to finish the Work within the time specified for completion.

C. If the Contractor is unreasonably delayed by others, immediate notification shall be made in writing to the Resident Engineer. Any request for a time extension or additional compensation allegedly resulting from such delay shall be made in accordance with the procedures of Article 4, Changes and Change Order Process. The Contractor shall mitigate and minimize any such delay by other forces.

3.03 CONTRACT AND COST RECORDS

A. The Contractor shall keep and maintain comprehensive records and documentation relating to the Work under the Contract, including project cost accounting records for the Contract, for the audit period of at least six (6) years as provided in Section 3.04. The Contract Records shall include, but are not limited to, Contract Documents, subcontracts, purchase orders, employment records, payrolls, project cost accounting records (including the records described in paragraph B below), prevailing wage records, plans, specifications, addenda, Submittals, shop drawings, Change Orders and all working documents leading to Change Orders, field test records, quality control documents, daily construction logs by all field supervisors and project management personnel, correspondence relating to the Contract, and As-Built Drawings. Contract Records shall be maintained and retained by the Contractor for the audit period required under Section 3.04 below.

B. Contractor and its Subcontractors shall segregate and separately record at the time incurred all costs resulting in any way from any event, act, omission or condition for which
Contractor or its Subcontractors seek an adjustment to the TCC (or any component thereof), Contract Time and/or monetary compensation of any kind. Any costs claimed to be delay or impact costs, acceleration costs, loss of productivity or inefficiency costs, increased costs of onsite or home office overhead or any similar costs shall be separately recorded at the time and shall be fairly and accurately allocated to each such event, act, omission or condition and to other causes of such costs. The Contractor shall be entitled to make Claim or obtain extra compensation for any such event, act, omission or condition only to the extent the Contract Records are kept in full compliance with all Contract requirements, the cost allocations support entitlement to such compensation, and are otherwise permitted in the Contract Documents.

C. The Contractor shall ensure each of its Subcontractors maintains and retains for the same minimum six (6) year period all Contract Records pertaining to the performance of Subcontractor Work under the Contract in full compliance with paragraphs A and B above. In the event the Contract is funded in part with federal funds, and the federal grant requires different reporting or retention periods, the more stringent requirement will apply.

3.04 AUDIT ACCESS TO RECORDS
The Contractor shall permit authorized representatives of Sound Transit, the U.S. Department of Transportation, and the Comptroller General of the United States to audit, inspect, examine, and copy the Contract Records and/or other documents related to any Claim or issue related to performance of the Work maintained by Contractor (including all TCC Documentation) or any affiliated company involved in the Contract or Project (collectively, “Audit Records”) at any reasonable time and shall provide such assistance as may be reasonably required in the course of such inspection, including the right to interview personnel. Sound Transit further reserves the right to examine, and re-examine Audit Records during the minimum six (6) year period following the Final Payment and until all pending matters are closed if longer than the six (6) year period. Such audit(s) may include examination of the Contractor's Audit Records for claim evaluation. The Contractor shall in no event dispose of, destroy, alter, or mutilate said Audit Records in any manner whatsoever for at least six (6) years after Final Payment and until all pending matters are closed if longer than the six (6) year period. No additional compensation will be provided to the Contractor for compliance with the requirements of this Section.

3.05 SUBMITTALS AND SHOP DRAWINGS
A. Where required by the Contract Documents, the Contractor shall submit specified information that will demonstrate that the Contractor’s proposed materials, equipment, or methods of Work are in compliance with the Contract Documents. Sound Transit will not be obligated to accept or pay for materials, equipment or Work for which submittals are required herein, unless and until all submittals have been submitted and reviewed in accordance with the Contract Documents.

B. Review and other appropriate action by Sound Transit with regard to Submittals shall be for general conformance with the Contract requirements and shall not relieve the Contractor of responsibility for any errors or omissions in such Submittals, nor from compliance with the requirements of the Contract Documents; and further, the Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. Review by Sound Transit shall not constitute approval of the safety precautions employed by the Contractor during construction or of the Contractor’s means or methods of construction. The Contractor shall not deviate from Submittals that have been reviewed with a finding of "No Exception Taken" without submitting the proposed deviation for Sound Transit's review and appropriate action.
C. Sound Transit reserves the right to charge the Contractor for all, or some portion of, the costs of excessive or unreasonable costs of reviewing Submittals repeatedly rejected for being incomplete or inadequate.

D. Submittals offered to demonstrate methods, procedures, sequences, or duration for performing the Work or to detail temporary elements such as shoring or formwork, shall be reviewed by Sound Transit for compliance with applicable requirements of the Contract Documents. Such review will not include a detailed analysis of the design or an evaluation of the adequacy of the method, procedure, resource commitments, or time allocated for performance.

E. Contractor shall prepare and submit to Sound Transit within thirty (30) Days after the effective date of the Notice to Proceed a comprehensive master list of Submittals to be made on the Project identifying the subject of the Submittals and the planned date(s) for submission to Sound Transit (Master Submittal List). Sound Transit shall review the Master Submittal List and may require Contractor to re-submit the proposed Master Submittal List if it fails to describe a comprehensive and specific schedule for all Submittals on the Project. The Master Submittal List shall be updated monthly.

F. Contractor shall make Submittals to Sound Transit only after (1) reviewing all Contractor and Subcontractor Submittals for accuracy and compliance with the Contract and (2) coordinating all Submittals with all Work by other trades.

3.06 Cuting and Patching

The Contractor shall be responsible for all cutting, fitting, and patching required to complete the Work or to make its parts fit together properly. The appearance following any cutting, fitting, or patching shall conform to the appearance of adjacent like materials or surfaces and be consistent with the overall appearance of the Work or Project. The Contractor shall be responsible for any damage caused by its cutting, fitting, and patching, whether of its own Work or of other work affected by the cutting, fitting or patching. The Contractor may not alter any work other than its own or that of its Subcontractors except by permission by Sound Transit; such permission by Sound Transit shall not relieve the Contractor from responsibility for the Work affected by the cutting, fitting, or patching.

3.07 Inspection, Sampling, and Testing

A. Contractor Testing

1. It is the Contractor's responsibility to provide materials, supplies, equipment and workmanship that conform to the Contract Documents. Unless specifically provided otherwise in the Contract Documents, the Contractor shall be responsible for demonstrating and documenting that the materials or equipment to be incorporated into the Work comply with the Contract Documents. Materials testing shall be performed by an Independent Testing Laboratory in accordance with the Contract Documents. The Contractor shall bear all costs associated with these tests.

2. In the event that a third-party public agency has authority over materials or equipment, approval must be obtained from said third-party public agency prior to Sound Transit's approval. Approval by a third-party public agency does not constitute approval by Sound Transit. The Contractor shall provide Sound Transit, and any applicable third-party public agency, with a schedule by which any testing will be conducted as well as timely notice of the time and place of any such tests. The Contractor shall maintain complete test records and submit them to Sound Transit upon request or as required by the Contract Documents.
3. Any mechanical, electrical and instrumentation systems which function as a completed system must be tested or inspected as a complete system in addition to any tests or inspections conducted for the component parts.

4. If conformance of materials or equipment to the requirements in the Contract is not determinable through inspection and tests, the Contractor shall provide properly authenticated documents, certificates, or other satisfactory proof of conformance. Such documents, certifications, and evidence shall include performance characteristics, materials of construction, and the physical and chemical characteristics of materials. All costs associated with such certification shall be paid by the Contractor.

B. Sound Transit Inspection and Testing

1. Sound Transit reserves the right to sample, inspect, or test the materials, equipment, and Work, as it deems necessary at any reasonable time during the Work. Said testing and inspection may occur on or off the Site. Sound Transit shall conduct such tests or inspections in a manner that will cause no undue delay in the Work. Inspections identified in the Contract Documents as Inspection Holdpoints shall be documented in Contractor’s Construction Schedule, work plans, and coordination plans or drawings. The Contractor shall provide Sound Transit with sufficient notice, access, and assistance to allow Sound Transit’s representative to inspect, sample, and test materials and equipment prior to their incorporation into the Work or to inspect, sample, or test Work prior to covering the Work. Re-inspection or re-testing required because of non-conformance to specified requirements will be charged to the Contractor.

2. Sound Transit, at any time prior to Final Acceptance, may require the Contractor to uncover either portions of or all of the Work for inspection, sampling, and testing; the Contractor shall restore these portions of Work to the standard required by the Contract. The uncovering and restoration shall be done at the Contractor’s expense if the Work uncovered does not comply with the Contract, or if it complies, but was done without required documentation, or if Sound Transit was given insufficient notice to allow adequate time for inspection, sampling, or testing. If the Work uncovered meets the Contract requirements and was done with sufficient notice to Sound Transit, the costs of uncovering and restoration shall be paid by Sound Transit in accordance with Article 4, Changes and Change Order Process.

3. The Resident Engineer may inspect the production of material or the manufacture of products at the source of supply. Plant inspection, however, will be undertaken with the cooperation and assistance of both the Contractor and the material producer. The Resident Engineer, or the Resident Engineer’s authorized representative, shall have reasonable entry at all times to such parts of the plant as concern the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The Resident Engineer assumes no obligation to inspect materials at the source of supply. The responsibility for incorporating satisfactory materials in the Work rests entirely with the Contractor, notwithstanding any prior inspections or tests.

4. The Resident Engineer’s inspection is conducted to verify that the Contractor has performed its Work properly. Any observation, verification, inspection, or approval of the Work or materials by Sound Transit shall not relieve the Contractor of any of the Contractor’s obligations to fulfill the Contract as prescribed. Work and materials not meeting Contract requirements shall be made acceptable. Unsuitable work or materials may be rejected, notwithstanding that payment for such Work or materials may have been previously authorized and included in a progress payment.
5. Unless the subject items are expressly accepted by Sound Transit in writing, any inspection and testing done by Sound Transit is for the sole benefit of Sound Transit only and does not constitute or imply acceptance. Nor does such inspection or testing relieve the Contractor of responsibility for providing adequate quality control measures; relieve the Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment; relieve the Contractor of its responsibility to comply with the requirements of the Contract Documents; or impair Sound Transit's authority to reject Defective Work or Non-Conforming Work or invoke any remedy to which it may be entitled.

3.08 DEFECTIVE WORK OR NON-CONFORMING WORK

A. If Sound Transit determines that material, equipment, or workmanship proposed for or incorporated in the Work is Defective Work or Non-Conforming Work, Sound Transit shall have the right to reject such Work upon written notice to Contractor.

B. Sound Transit, at its option, shall require the Contractor, within a designated time period as set forth by Sound Transit, to either (1) promptly repair, replace or correct all Work not performed in accordance with the Contract at no cost to Sound Transit; or (2) implement a corrective action plan acceptable to Sound Transit and at no cost to Sound Transit or delay to the Construction Schedule.

C. Sound Transit may also provide a suitable corrective action plan; in such case, Contractor shall have the option of (i) implementing the Sound Transit plan at no cost to Sound Transit, or (ii) promptly repairing, replacing or correcting all Work not performed in accordance with the Contract at no cost or delay to Sound Transit.

D. If the corrective action plan as accepted or provided by Sound Transit does not remedy the Defective Work or Non-Conforming Work, the Contractor shall remain responsible for remedying the Defective Work or Non-Conforming Work to Sound Transit's satisfaction at no additional cost or delay to Sound Transit. The Contractor shall also be responsible for repairing all property and work damaged by the Contractor or its subcontractors at no cost or delay to Sound Transit. Under no circumstances shall the Contractor be entitled to additional time or money for the correction of Defective Work or Non-Conforming Work, or for the repair of damaged property.

E. Sound Transit may, at its option, retain Work that is not in conformance with the Contract Documents. A reasonable value for such Defective Work or Non-Conforming Work will be determined by Sound Transit, and appropriate deductions will be made in the payments due or to become due to the Contractor. Final Acceptance will not act as a waiver of Sound Transit's right to recover from the Contractor an amount representing the deduction for retention of Defective Work or Non-Conforming Work.

F. Sound Transit's inspection of the Work or right to reject Defective Work or Non-Conforming Work shall not relieve the Contractor of its full responsibility for performing the Work in full conformance with the Contract Documents. No failure or forbearance of Sound Transit in notifying the Contractor of Defective Work or Non-Conforming Work shall relieve the Contractor of its Contract responsibility to ensure that the Work is performed in accordance with the Contract Documents.

G. If the Contractor fails to correct the Work within the time period designated by Sound Transit, Sound Transit, at its option, may perform or have another entity perform the corrective work. The Contractor shall remain responsible for the cost of the corrective work.
3.09 Acceptance Of Work

A. Inspection: When the Contractor has concluded the Work, or a designated portion thereof, the Contractor shall notify Sound Transit in writing that the work is complete and ready for inspection. Upon receipt of the notification, Sound Transit will promptly by inspection determine the actual status of the Work in accordance with the terms of the Contract. If Sound Transit finds materials, equipment, or workmanship not in conformance with the Contract, Sound Transit will prepare a Punch List of such corrective items and submit the list to the Contractor. At any time prior to Acceptance, Sound Transit may add Punch List items and the Contractor shall complete all Punch List items and notify Sound Transit that the Work is ready for Acceptance. Upon such notice, Sound Transit will verify that the Work has been completed. If such Work has not been completed and additional inspections become necessary as a result thereof, the Contractor shall reimburse Sound Transit for its costs related to such inspections. Following completion of the corrective Work and inspection by Sound Transit, Sound Transit shall issue a Notice of Acceptance of the Work or a designated portion thereof.

B. Substantial Completion: At the Contractor's request, or as determined by Sound Transit, Sound Transit will conduct an inspection to determine Substantial Completion of all or a designated portion of the Work. All inspection and test reports shall have been submitted by Contractor for the designated portion of the Work prior to issuance of Notice of Substantial Completion. If upon inspection the Contractor has, in fact, achieved Substantial Completion, Sound Transit will issue to the Contractor a Notice of Substantial Completion. The Notice of Substantial Completion will provide the Contractor with a Punch List. The Contractor shall complete all Punch List work within thirty (30) Days after receiving the Substantial Completion Notice. Failure to do so may result in a determination by Sound Transit to have the work done by others. The Contractor will be responsible for all costs associated with completing the Punch List work. Further, Sound Transit reserves the right to commence use of any portion of Work that has been substantially completed and, in such event, Sound Transit will assume care, custody and control of said portion of the Work, including responsibility for operation and maintenance costs associated with use of said Work. In no case shall the Notice of Substantial Completion be construed as relieving the Contractor from liquidated damages due to delay for any portion(s) of the Work not specifically referenced therein, or any other requirement under the Contract Documents.

C. Acceptance: A written Notice of Acceptance issued by Sound Transit shall constitute Acceptance of the Work or a designated portion thereof. A Notice of Acceptance shall not waive claims by or rights of Sound Transit to revoke Acceptance or for any unauthorized work, Defective Work or Non-Conforming Work; nor shall the making of any progress payment be deemed a waiver of claims or rights of Sound Transit under the Contract. Submission by Contractor to Sound Transit of satisfactory As-Built Drawings, warranties and warranty documents, and completion of all Punch List Items, is a condition precedent to Acceptance of the Work. Sound Transit shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized work, Defective Work or Non-Conforming Work or from recovering damages for any such Work or material. Excepting only such portions of the Work on which Sound Transit grants Acceptance under Sections 3.10 or 3.11, Contractor shall remain responsible for all Site security through the date of Acceptance. Sound Transit's rights hereunder shall exist and remain to the full extent permitted by law and as set forth in the Contract.
D. **Final Acceptance:** A written Notice of Final Acceptance issued by Sound Transit shall constitute Final Acceptance of the Work. The Contractor may request Final Acceptance from Sound Transit upon full and satisfactory completion of all Contract Work and fulfillment of all obligations under the Contract, including, but not limited to, the submittal of all required manuals, and Contract closeout documentation. Completion of the Contract Time is attained when Sound Transit has issued written Notice of Final Acceptance. Final Acceptance is a condition precedent to Final Payment.

3.10 **Use Of Completed Or Partially Completed Portions Of The Work**

A. Sound Transit shall have the right to take possession of or use completed or partially completed portions of the Work notwithstanding that the time for completing such portions may not have expired. Such use by Sound Transit shall in no case be construed as Substantial Completion, Acceptance or Final Acceptance of the Work, and shall neither relieve the Contractor of any of its responsibilities under the Contract, nor act as a waiver by Sound Transit of any of the conditions thereof. Such use shall not trigger the commencement of Warranty provisions under the Contract or as provided by manufacturers, unless specifically provided otherwise in writing by Sound Transit. Operations, maintenance or repair costs incurred as a result of Sound Transit’s use of such portions will be borne by Sound Transit.

B. If such use increases the cost or delays the completion of remaining portions of the Work for which Contractor seeks payment and/or additional time, the Contractor shall notify Sound Transit of the Claim in compliance with the notice and documentation requirements applicable to Claims. Entitlement to such additional compensation or extension of time, or both, will be determined in accordance with Article 4, Changes and Change Order Process. Any disputes regarding such entitlement shall be resolved in accordance with the provisions of Article 10, Delays and Claims. The Contractor shall not be entitled to extra compensation for Sound Transit's possession of portions of Work that are specifically required in the Contract to be placed into use and operation or that are required to be turned over to Sound Transit upon a given Contract Milestone before completion of the entirety of the Work.

C. In the course of such use, if the Work is determined by Sound Transit to be defective or non-conforming work, Sound Transit shall have the right to continue such use until such portion of the Work can be taken out of service for correction. The Contractor shall correct such portion of the Work as required by Article 3.08 at no additional cost to Sound Transit.

3.11 **Loss Or Damage To Work And Material**

A. Prior to Acceptance, the Contractor shall have the responsibility for care, custody and control of the Work and of the materials to be used therein, including materials for which the Contractor has received partial payment, materials in transit, and materials which have been furnished by Sound Transit, and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause.

B. The Contractor shall, at no cost to Sound Transit, replace, rebuild, repair, or restore all damage to any portion of the Work and materials occasioned by any cause prior to Acceptance, unless such damage was caused by Sound Transit’s use of any completed or partially completed Work.

C. The Contractor shall, at the Contractor’s expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work and materials as herein
specified. A suspension of Work shall not relieve the Contractor of responsibility for the Work and materials as herein specified.

D. The Contractor shall properly store materials for which partial payments have been made by Sound Transit or which have been furnished by Sound Transit. Such storage by the Contractor shall be on behalf of Sound Transit and Sound Transit shall at all times be entitled to possession of such materials. The Contractor shall promptly return the same to the site of the Work when requested. The Contractor shall not dispose of any stored materials except upon written authorization from the Resident Engineer.

3.12 Warranty Of Work

A. The Contractor warrants that the Work and any portion thereof: (a) shall meet the requirements of the Contract, (b) shall be free of defects in material and workmanship, and (c) shall be free of defects in design(s) where such design(s) is performed or provided by the Contractor, Subcontractors or Suppliers. This Warranty shall apply to discrepancies and defects that are discovered within twelve (12) months after Acceptance.

B. If corrective work is performed by the Contractor under this Warranty, the Warranty shall also apply to discrepancies and defects in the corrective work that are discovered within twelve (12) months after the corrected work is again placed in operation. These warranty terms shall be extended for any period that a portion of the Work cannot be used for the purpose intended as a result of discrepancies or defects. This Warranty shall apply whether or not designs, data or information have been reviewed or approved by Sound Transit or the Resident Engineer, but shall not apply to defects caused by misuse and/or improper operation or maintenance of the Work by Sound Transit.

C. Sound Transit will notify the Contractor in writing, or by telephone or e-mail confirmed in writing, on discovery of a discrepancy or defect covered by this Warranty in accordance with the provisions of Section 3.08, Defective Work or Non-Conforming Work. The Contractor shall commence to remedy the Defective Work in accordance with the provisions of Section 3.08, Defective Work or Non-Conforming Work.

D. The Warranty provided under this Section shall be in addition to those specific warranty requirements for particular equipment or work items indicated in the Contract Documents, and in addition to other rights or remedies available to Sound Transit under the Contract or at law. Warranties shall be secured by the Performance Bond under Section 7.26, or in Sound Transit's sole discretion, other financial security acceptable to Sound Transit, such as a warranty bond or letter of credit.

1. In circumstances in which Sound Transit determines that it would be inefficient or impractical for the Contractor to perform the corrective work, Sound Transit reserves the right to select another firm to perform the corrective work or to perform the corrective work itself upon notice to the Contractor. Such corrective work by another firm, or by Sound Transit, shall be at Contractor's expense, provided that Contractor is kept fully informed as to the details and costs of any such corrective work. If the firm performing corrective work performs work at the job site under these warranty provisions, it shall furnish insurance coverage as deemed appropriate by Sound Transit and shall furnish certification of such insurance satisfactory to Sound Transit.

2. Unless otherwise required by Sound Transit, the Contractor shall commence to perform the corrective work required to satisfy this warranty within fifteen (15) Days from the date of written notification. The Contractor shall at its sole expense perform the corrective work on an overtime and/or shift work basis, and shall procure required materials using the fastest means available when necessary to minimize the impact to
other Sound Transit contractors or Sound Transit's loss of operating time. The Contractor shall diligently prosecute the corrective work and shall complete such corrective work within the time frame stipulated by Sound Transit.

3. If the Contractor fails to make or undertake the corrections or removal/replacement with due diligence within the time periods specified above, Sound Transit is hereby authorized to make such corrections. In case of an emergency, whereby delay could cause serious loss or damage in the opinion of Sound Transit, corrections or replacement may be made prior to or concurrent with notice being sent to the Contractor. All expenses in connection with such corrections or replacement by Sound Transit, including the cost for professional services, will be charged to the Contractor.

E. Nothing in this section is intended to limit any manufacturer's warranty which provides Sound Transit with greater warranty rights than set forth in the Contract Documents.

3.13 Warranty Of Title

A. The Contractor shall have no property right in the materials and equipment used after they have been attached or affixed to the Work or existing real property, or after any payment has been made by Sound Transit towards the value of materials delivered to the Site of the Work, or stored subject to or under the control of Sound Transit. Title to all such materials shall become the property of Sound Transit upon being so attached or affixed or after any payment towards the value of materials delivered to the site of the Work or stored subject to or under the control of Sound Transit, whichever occurs earlier.

B. No material, supplies, equipment, or items for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein, or in any part thereof is retained by the seller or Supplier. The Contractor shall warrant good title to all materials, supplies, equipment, and items installed or incorporated in the Work. Upon completion of all the Work, the Contractor shall deliver the same together with all improvements and appurtenances constructed or placed thereon by the Contractor to Sound Transit free from any claims, liens, or charges. The Contractor nor any person, firm, or corporation furnishing any material or labor for any Work covered by the Contract shall not have any right to lien upon any improvement or appurtenance thereon. This Section shall not defeat or impair the right of the persons furnishing materials or labor to recover under any Labor and Material Payment Bond given by the Contractor for their protection, or any rights under state law permitting such persons to look to retained funds due the Contractor in the hands of Sound Transit.

C. The provisions of this Section shall be inserted or referenced in or otherwise made a part of all Subcontracts and Supplier contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work whenever no formal contract is entered into for such materials. Additionally, as a part of the Subcontract and Supplier contract (or notice in the absence of a formal subcontract), the Contractor shall provide to such Subcontractors and Suppliers the name, address, and phone number of the Contractor's bonding company and the bond number applicable to the Contract under which the Subcontractor or Supplier would make its claim.

3.14 Manufacturer's Warranties

The Contractor shall furnish to Sound Transit any manufacturer's or Supplier's guarantee or warranty furnished in connection with the purchase by the Contractor or any Subcontractor of any equipment, materials, or items required, provided such guarantee or warranty shall be in addition to those specific guarantee or warranty requirements for particular equipment or Work items
ARTICLE 4  CHANGES AND CHANGE ORDER PROCESS

4.01 Changes

A. Sound Transit reserves the right to make by written order, designated or indicated to be a Change Order, alterations to, deviations from, additions to, or deletions from the Contract Documents. Such Change Orders may be made without notice to any surety(ies) or guarantors. Within the Performance and Labor and Material Payment Bonds and any financial guarantees, the surety(ies) and guarantors must waive notice of any Change Orders and agree to be bound in all ways to Sound Transit for any such Change Orders as if it (they) had received notice of the same. Change Orders are required to make any changes to the TCC (or any component thereof), Contract Documents, or Contract Time or Contract Milestones. All additions, deductions, or changes to the Work as directed by Change Orders shall be executed under the conditions of the Contract Documents.

B. Pending resolution of any issue or dispute related to a Change Order, RFC (as defined in Subsection 4.02A), CN-RFP (as defined in Subsection 4.03A) and/or CN-WD, (as defined in Subsection 4.03B), Contractor shall continue to perform all Work, including the work associated with the pending change unless Sound Transit explicitly waives this requirement in writing. Contractor shall also be governed by all applicable provisions of the Contract related to compensation and/or additional time for changed work, inclusive of Article 10.

C. Adjustments in the TCC (or any component thereof). One of the following methods shall be used to determine the cost and/or value of any work covered by a Change Order, Change Notice, RFC, CN-RFP, CN-WD or Claim. Sound Transit and the Contractor shall negotiate in good faith to determine an Equitable Adjustment of the TCC (or any component thereof). In the event of disagreement, Sound Transit shall determine the method for calculating adjustment to increase or decrease the TCC (or any component thereof). The available methods are as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
2. By establishment of new unit prices and related quantities for the changed work;
3. By reference to catalog prices or other published prices offered to the public in the open marketplace;
4. A firm fixed price (also referred to as lump sum);
5. On a time and materials basis in accordance with Section 9.09, Payment on Time and Material Basis.

D. All Change Orders (CO) and Change Notices (CN) shall be issued through the Resident Engineer. No other order, statement, act of omission or conduct of any representative of Sound Transit or third party will be treated as a change hereunder. Nothing in this Section shall be construed to bind Sound Transit for acts of its employees or agents exceeding their authority.

E. Nothing in this Section shall be deemed to require a change in TCC (or any component thereof) or Contract Time when additional, extra, or changed work is the result of actual conditions or performance differing from that assumed by the Contractor (except for differing site conditions) or as a result of the Contractor's error in judgment or mistake in
designing, estimating, contracting, constructing or otherwise performing the Work. The Contractor shall not be entitled to a change in the TCC (or any component thereof) or Contract Time for delays caused by the Contractor or its Subcontractors, employees, or agents or for any non-compliance with any Contract provisions, applicable law, regulations, or permit requirements affecting the Work.

F. The Contractor's records pertaining to Changes pursuant to this Section are subject to audit as set forth in Section 3.04, Audit Access to Records.

G. Where the firm fixed price/lump sum method is used, the Contractor shall provide a detailed cost breakdown supporting its requested compensation and any additional cost documentation requested by Sound Transit. Any adjustment to the TCC (or any component thereof) made under the firm fixed price/lump sum method shall include all applicable costs for labor, escalation except where otherwise provided, equipment, material, overhead and profit.

H. Where the firm fixed price/lump sum method is used and the cost of the Change is negotiated after completion of the Changed Work, the negotiated profit and overhead markup for the Subcontractor or Supplier performing the Changed Work shall not exceed 15% of the direct costs of the Subcontractor or Supplier plus up to 6% of such direct costs to be added to the Fixed GC/CM Fee as full compensation to Contractor. In no event shall the combined overhead and profit markup paid to Contractor and Subcontractors or Suppliers exceed 21%, unless the Changed Work is performed by Subcontractors or Suppliers below the first-tier in which case an additional 6% markup is allowed at each tier. For changes to subcontract package work being self-performed by the GC/CM (or one of its affiliates), the negotiated profit and overhead markup for the GC/CM (or its affiliate) shall not exceed 15% of the direct costs of the Changed Work plus up to 6% of such direct costs to be added to the Fixed GC/CM Fee as full compensation to Contractor.

I. Where the firm fixed price/lump sum method is used and the cost of the Change is negotiated before completion of the Changed Work, the negotiated profit and overhead markup is not subject to a fixed maximum and is to be based on a reasonable calculation of direct and indirect costs incurred in executing the Changed Work, including any proven delays, impacts or inefficiencies.

J. Where any unit price method is used, the applicable unit price shall only include reimbursement for direct costs. All other costs, including overhead and profit, shall be separately negotiated as a change to the Fixed GC/CM Fee and the fixed amount for Specified General Conditions Work.

K. Sound Transit shall have the right to audit the cost records of the Contractor, and shall have full and reasonable access to the Audit Records of the Contractor, in connection with any Change Order negotiation, determination or dispute.

4.02 Request For Change

A. If the Contractor believes it is entitled to an adjustment of the TCC (or any component thereof) or Contract Time or Milestones for any reason, Contractor shall submit a Request for Change (RFC) to Sound Transit in writing (in a format acceptable to Sound Transit) in accordance with the provisions of this Section 4.02 and the Contract.

B. The Contractor in its RFC must specify the reasons for such change, including relevant facts and any impacts on the Construction Schedule. Without limiting the generality of paragraph A above, the following events or conditions give rise to Contractor’s obligation to submit a timely RFC if Contractor believes that any of these events or conditions result in

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costs or additional time for which Contractor or its Subcontractors or Suppliers intend to seek an adjustment of the Contract Time or TCC (or any component thereof): (i) directives by Sound Transit or Resident Engineer, (ii) responses to RFIs (including issuance of Field Clarifications) or comments on Submittals, (iii) acceleration, suspension or stand-by of the Work, (iv) conflicts, inconsistencies, omissions or ambiguities in the Contract Documents, or (v) failure by Sound Transit to cooperate with Contractor to facilitate performance of the Work.

C. The Contractor may request additional compensation and/or time through an RFC, but only in the event Contractor provides a written Notice to Sound Transit by no later than fourteen (14) Days after the onset or occurrence of the event or condition giving rise to the RFC, inclusive of the events and conditions described in paragraph B above.

D. The Contractor in its RFC shall provide Sound Transit with a reasonably detailed explanation of the nature and cause of the event or condition giving rise to the RFC, a reasonably accurate calculation of the adjustment to the TCC (or any component thereof) and/or Contract Time, and the reasons why Sound Transit is responsible for the relief sought. Sound Transit shall promptly review the RFC and, in its sole option, may require additional information or cost documentation from Contractor including the cost records required under Subsection 3.03B.

E. Sound Transit will approve or deny an RFC no later than sixty calendar days after receipt of the RFC. If Sound Transit does not respond in writing, the RFC will be deemed denied.

F. Any RFC that is approved by Sound Transit will be incorporated into a Change Notice or a Change Order. If the RFC is denied, but the Contractor believes that it does have merit, the Contractor must submit a Notice of Intent to Claim in accordance with Subsection 10.01A, Notice of Intent to Claim, if it wishes to preserve its right to seek any adjustment to the TCC (or any component thereof) and/or Contract Time.

G. Sound Transit may issue a Field Clarification (FC) document to address issues raised by RFIs or clarify information contained in the Contract Documents.

4.03 Change Notice

A. Change Notice - Request for Proposal (CN-RFP).

Sound Transit may issue a CN-RFP, in writing, to the Contractor, describing a proposed change to the Contract and requesting the Contractor to submit a Contractor's Cost and Schedule Proposal (in a format acceptable to Sound Transit). A CN-RFP does not authorize a Contractor to commence performance of the changed Work. After receipt of the Contractor's Cost and Schedule Proposal, Sound Transit may:

a. Proceed no further with the proposed change.

b. Issue a Change Notice - Work Directive incorporating part or all of the proposed change.

c. Issue a Change Order incorporating part or all of the proposed change.


1. A Change Notice-Work Directive is issued unilaterally by Sound Transit ordering the Contractor to proceed with a change in the Work. A CN-WD may be issued under one of the following four circumstances:

a. to execute changes in the Work covered by the unit prices or a lump sum price contained in the Contract;
b. to execute changes in the Work on a Time and Material basis, in accordance with Section 9.09, Payment on Time and Material Basis;

c. to direct the Contractor to execute change(s) in the Work pending resolution of an Equitable Adjustment to the TCC (or any component thereof) and/or Contract Time. If Sound Transit and the Contractor cannot reach agreement on changes to the TCC (or any component thereof) and/or Contract Time prior to starting on the changed Work, the Contractor shall maintain cost records in accordance with Section 9.09, Payment on Time and Material Basis; or

d. to execute changes in the Work that do not cause changes in the TCC (or any component thereof) and/or Contract Time.

2. The Contractor shall not commence performance of the Work described in the CN-WD, until the CN-WD is issued by Sound Transit. The CN-WD shall expressly specify the:

a. intention to treat such items as changes in the Work;

b. scope of the changes in the Work; and

c. basis under which changes to the total TCC (or any component thereof), Contract Time, and/or Diversity Program Provisions will be determined.

3. When the Contractor receives a CN-WD, the Contractor shall promptly proceed with the Work as indicated in the CN-WD. The Contractor shall carry on the Work and adhere to the Construction Schedule. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as Sound Transit and the Contractor may otherwise agree in writing.

4. Until such time as resolution of an Equitable Adjustment is reached, the Contractor shall maintain its records in accordance with Section 9.09, Payment on Time and Material Basis. The CN-WD shall become the basis for a Change Order when the amount of the adjustment to the TCC (or any component thereof), Contract Time and/or Diversity Program Provisions can be determined.

5. The CN-WD shall contain a Not to Exceed (NTE) amount. If Contractor strictly complies with the requirements in paragraph C below for submission of Cost and Schedule Proposal(s) within fifteen (15) Days of receipt of the Change Notice, Contractor may invoice Sound Transit for changed work performed under the CN-WD but only up to and not in excess of the NTE amount. Records for such work must be kept in accordance with Section 9.09, Payment on Time and Material Basis. The Contractor is required to notify Sound Transit at the point at which 80 percent of the NTE amount has been expended, and provide an estimate of the cost to complete the changed Work. If Sound Transit agrees that costs in excess of the NTE amount are justified, Sound Transit may issue a revised CN-WD increasing the NTE amount or negotiate a lump sum amount for the Changed Work.

C. Contractor's Cost and Schedule Proposal - If directed by Sound Transit in the Change Notice, the Contractor shall submit a Contractor's Cost and Schedule Proposal to Sound Transit within fifteen (15) Days (or more, if Sound Transit at its option so determines) after receipt of the Change Notice. Payment by Sound Transit under paragraph B.5 above is contingent on Contractor's timely submission of documented Cost and Schedule Proposal(s). The Cost and Schedule Proposal shall detail price and scheduling information, showing all of the impacts on the TCC (or any component thereof), Construction Schedule, Small Business Commitment and levels of participation by DBEs
and Small Businesses, as applicable, in the changes identified in the Change Notice. If any prices or other aspects are conditional, such as orders being made by a certain date or the occurrence of a particular event at a specified time, the Contractor shall identify these conditions in its Cost and Schedule Proposal. The cost breakdown shall have separate estimates of the costs of added Work and any deleted Work and shall be prepared using one or more of the cost methods described in Subsection 4.01C as directed by Sound Transit, and shall be presented in a manner such that all phases of work can be easily identified. The Contractor shall submit detailed cost breakdowns as described above for any Subcontractor proposed to perform Work under the change. The Contractor shall also provide detail and scheduling analysis addressing the effect, if any, of the Changed Work on the Contract Time.

4.04 Change Order

A. The Change Order shall: (1) expressly state that it is Sound Transit's intention to treat the items described therein as Changes in the Work; (2) identify scheduling requirements, time extensions, prices, and all costs of any nature arising out of the Change, (3) contain a statement that the adjustment to the TCC (or any component thereof), if any, includes all amounts to which the Contractor is entitled as a result of the events giving rise to the Change Order, and (4) identify all changes in the Contractor's commitments for levels of participation by Small Businesses and DBEs. The execution of a Change Order by both parties shall represent full and complete payment by Sound Transit and final settlement by Contractor of all extensions of time, changes, Claims, damages and costs for all time, direct or indirect overhead costs, profit and any and all other costs associated with delay, disruption, impact, inefficiency, acceleration, stand-by or any other costs related to the Work covered by or affected by the Change.

B. Sound Transit may request Contractor to submit Non-Conflict of Interest Certifications for any or all Change Orders. At Sound Transit's request, Contractor shall submit such certification. Such certification form to be provided by Sound Transit.

C. Bilateral Change Order: Sound Transit will issue a Change Order as soon as practical following agreement with Contractor's Cost and Schedule Proposal, if Sound Transit decides to proceed with the changed work. If the Contractor agrees with the terms and conditions of a Change Order, the Contractor shall sign the Change Order and return it to the Resident Engineer for execution by Sound Transit. There will be no reservation of rights by Contractor on a bilateral Change Order.

D. Unilateral Change Order: Sound Transit may unilaterally issue a Change Order at any time, without invalidating the Contract and without notice to sureties, making changes to the general scope of the Contract. In addition, in the event that the Contractor and Sound Transit are unable to agree on the terms and conditions, the amount of any change or adjustment to be made to the TCC (or any component thereof) or Contract Time, Sound Transit may execute a Unilateral Change Order. If Contractor disagrees with the adjustment to TCC (or any component thereof) or Contract Time as stated in the Unilateral Change Order, Contractor must file a Claim in accordance with the requirements of Article 10, Delays and Claims. If the Contractor fails to follow the Claim procedures in Article 10, the Contractor shall not be entitled to any Claim for additional compensation or Construction Schedule extension arising out of or relating to the Unilateral Change Order other than that specified in the Unilateral Change Order. Contractor is required to continue with performance of all work associated with the Unilateral Change Order pending resolution of any Claim under Article 10.
E. When a Change Order has been executed by Sound Transit, the Contractor shall promptly proceed with the Work as indicated in the Change Order. The Contractor shall carry on the Work and adhere to the Construction Schedule during all disputes or disagreements with Sound Transit. No work shall be delayed or postponed pending resolution of any dispute or disagreement, except as Sound Transit and the Contractor may otherwise agree in writing.

F. Special Rules When Pricing Change Orders

1. In accordance with the requirements of the Labor Compliance Manual, the Contractor and its Subcontractors are required to contribute five cents ($0.05) per hour for each hour of contract labor (those subject to prevailing wages requirements) of the Contractor to a Pre-apprentice Training Program Fund. Accordingly, the Contractor shall incorporate into each Change Order an amount equal to five ($0.05) per hour for each hour of contract labor.

2. Premium increase(s)/decrease(s) for Performance and Labor and Material Payment Bonds:
   a. Premium increase(s) / decrease(s) for Performance and Labor and Material Payment Bonds will not be paid as a part of Change Order payments, but will be paid / deducted as a lump sum in the final payment. Verification of increased / decreased payment, from the surety, must be provided.
   b. If the surety should require an immediate payment for the increased Bond(s) value as a result of a large Change Order, the Contractor must supply evidence of the payment made and a copy of the surety’s request for early payment.

4.05 RESERVED

4.06 Schedule Extensions

If the Contractor is delayed in completion of the Critical Path of the Work either by reason of changes made under this Article, or by Sound Transit-controlled delays as specified in Article 10, Delays and Claims, and if Contractor meets all Contract requirements for seeking a Construction Schedule extension, Contractor shall submit an RFC within the time allowed by the Contract Documents specifying the number of Days of time requested. The Contractor shall have the responsibility of demonstrating the scheduling impact of changes and delays in order to justify any Construction Schedule extensions.

4.07 Constructive Change Order

Except as herein expressly stated, no order, statement, act, or omission of Sound Transit unless provided in writing shall be treated as a Change under the Contract or entitle the Contractor to an adjustment under the Contract. If the Contractor considers that an act, omission, order or statement by the Resident Engineer deviates from the Contract requirements or may entitle the Contractor to extra compensation or a time extension, the Contractor shall submit a Request for Change as provided above. Failure to submit a timely and documented RFC shall constitute a waiver of any Claim associated with the subject of such alleged constructive change. The Contractor shall not proceed with the Work until appropriate written directions are received from Sound Transit.
4.08 Exclusive Remedies

The procedures specified in this Article 4 and in Article 10, Delays and Claims, of these General Conditions are the Contractor's exclusive remedy for any Claim against Sound Transit, whether for extension of the Contract Time, an increase in the TCC (or any component thereof), actual or constructive changes, delays, impacts, inefficiencies, equitable adjustments or otherwise. The requirements of Article 10 cannot be waived except by explicit written waiver signed by Sound Transit and Contractor. No course of conduct or dealings between the parties, no express or implied acceptance of change or alterations to the Work, and no claim that Sound Transit has been unjustly enriched by an alteration or Change to the Work, shall be the basis of any other Claim for an increase in TCC (or any component thereof) or extension in the Contract Time for completion of the Work.

4.09 Changes In Quantities

A. This Section applies to unit price items included in the Schedule of Values with an estimated quantity of four (4) or more and the measured quantities required to complete the Work. This section applies only to unit price items where both (1) the estimated quantity was provided by Sound Transit and (2) the Contractor was not required to make its own quantity estimate.

B. Increases in Quantities of More than 25 percent.
   1. Should the actual total quantity of a Contract item of work shown on the Schedule of Values exceed the estimated quantity shown on the Schedule by more than 25 percent, the Work in excess of 125 percent of such estimated quantity and not covered by an executed Change Order specifying the compensation to be paid will be paid for by adjusting the Contract unit price as hereinafter provided or, at the option of the Resident Engineer, payment for the Work involved in such excess will be made on a time and material basis as provided in Section 9.09, Payment on Time and Material Basis.

   a. The adjustment of the Contract unit price for such excess quantities will be the difference between the Contract unit price and the actual unit cost to perform the work, as determined in this Section. If the costs applicable to such item of Work include fixed costs, such fixed costs will be deemed to have been recovered by the Contractor by the payments made for 125 percent of the estimated quantity shown on the Schedule of Values for such item, and in computing the actual unit cost, such fixed costs will be excluded. Subject to the above provisions, such actual unit cost will be determined by the Resident Engineer in the same manner as if the Work were to be paid for on time-and-materials basis as provided in Section 9.09, Payment on Time and Material Basis, or such adjustment as agreed to by the Contractor and the Resident Engineer.

   b. When the total compensation payable for the number of units of an item of Work performed in excess of 125 percent of the estimated Quantities is less than $5,000 at the applicable Contract unit price, the Resident Engineer reserves the right to make no adjustment in said unit price.

C. Decreases of More Than 25 percent.
   1. Should the total pay quantity of any item of Work required under the Contract be less than 75 percent of the estimated quantity thereof, an adjustment in compensation pursuant to this Section will not be made unless the Contractor so requests in writing. If the Contractor
so requests, the quantity of said item performed, unless covered by an executed Change Order specifying the compensation payable therefore, will be paid for by adjusting the contract unit price, or at the option of the Resident Engineer, payment for the quantity of the Work of such item performed will be made on time and materials basis as provided in Section 9.09, Payment on Time and Material Basis.

Adjustment of the Contract unit price for such decreased quantities will be the difference between the Contract unit price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item, including fixed costs. Such actual unit cost will be determined by the Resident Engineer in the same manner as if the Work were to be paid for as provided in Section 9.09, Payment on Time and Material Basis, or such adjustment will be as agreed to by the Contractor and the Resident Engineer.

No compensation shall be made in any case for loss of anticipatory profits.

If the Contractor disagrees with an equitable adjustment determination by the Resident Engineer, the Contractor shall strictly follow all procedures in accordance with Article 10, Delays and Claims. Failure to do so shall constitute the Contractor's acceptance of determinations by the Resident Engineer. When ordered by the Resident Engineer, the Contractor shall proceed with the Work pending determination of the adjustment in costs or time, as applicable.

4.10 Eliminated Work

A. Sound Transit may, by written Change Order to the Contractor or pursuant to Article 4.03B, omit, delete or reduce work, equipment and/or material to be provided under the Contract, and the value of the omitted work, equipment and/or material will be deducted from the appropriate component(s) of the MACC. The deducted value for the MACC and Specified General Conditions Work will be based upon the applicable unit price or lump sum, or if there is no such price, the deducted value will be a lump sum agreed upon in writing by the Contractor and Sound Transit based on the Schedule of Values and other cost information submitted by the Contractor or obtained otherwise by Sound Transit. In the event that no agreement can be reached on a lump sum basis, Sound Transit shall be entitled to a deduction based on the value as if the work were to be paid for on a Time and Material basis as provided in Section 9.09, Payment on Time and Material Basis.

B. Should any Contract item of the Work be eliminated in its entirety, in the absence of an executed Change Order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated Contract item if incurred prior to the date of notification in writing by the Resident Engineer of such elimination.

C. If acceptable material is ordered by the Contractor for the eliminated work prior to the date of notification of such elimination by the Resident Engineer, and if orders for such material cannot be canceled, it will be paid for by Sound Transit at the actual cost to the Contractor. In such case, the material paid for shall become the property of Sound Transit and the actual cost of any further handling will be paid for by Sound Transit. If the material is returnable to the vendor and if the Resident Engineer so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for by Sound Transit.

4.11 Differing Site Conditions

A. The Contractor shall immediately upon discovery, and before the conditions are further disturbed, notify the Resident Engineer in writing of:
1. Subsurface or latent physical conditions at the Site which differ materially from the conditions indicated in the Contract Documents; or

2. Unknown physical conditions at the Site, of an unusual nature, which differ materially from the conditions ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract.

B. In areas not affected by the alleged differing site conditions, the Contractor shall continue with performance of the Work.

C. The Resident Engineer will promptly investigate the conditions and provide direction with respect to continuing performance of the Work in the area of the alleged differing site conditions.

D. Unless otherwise agreed upon in writing by Sound Transit, within seven (7) Days of the Contractor's initial written notification to Sound Transit, the Contractor shall provide:
   1. A detailed description of the differing site condition;
   2. A reasonable estimate of the price and time impacts such differing site condition shall cause to the Contract; and
   3. Substantive, contractual, and technical basis supporting the existence of the differing site condition and its impacts.

E. Within seven (7) Days from receipt of the Contractor's detailed description of impacts, Sound Transit will either:
   4. Issue a Change Notice (CN) or a Change Order (CO); or
   5. Make a written determination that the event or condition does not justify any changes to the Contract; or
   6. Request additional information, or
   7. Respond to the Contractor and indicate when a determination will be made, if it cannot be made within the above stated seven (7) Days.
   8. Should Sound Transit not respond within the specified time periods, the request shall be deemed denied.

F. If Sound Transit finds that conditions are materially different and cause a material increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under the Contract, the Resident Engineer will make an equitable adjustment in the cost or the time required for the performance of the Work, as provided in paragraph H below.

G. No Claim or request by the Contractor for an equitable adjustment to the Contract for a differing site condition shall be allowed unless the Contractor has fully complied with the written notice required in paragraphs A and D above, unless by explicit written waiver Sound Transit has agreed to extend the applicable notice deadline prior to its expiration. Such notice shall be a condition precedent to any Claim or request for an equitable adjustment, and failure to comply shall waive the Contractor's right to make a Claim or request for an equitable adjustment.

H. Cost and time adjustments for a differing site condition accepted as a Change by the Resident Engineer shall be resolved in accordance with this Article and Article 10, Delays and Claims, except to the extent that an equitable adjustment for any condition otherwise within the scope of this Section has been addressed by unit price or Provisional Sum,
which shall control if provided. All other provisions and requirements of this Section shall apply to such conditions, including without limitation, notification obligations and investigation requirements with respect to any such conditions.

I. After providing Notice to Sound Transit and upon receiving direction from the Resident Engineer, the Contractor shall be required to continue with performance of all work pending resolution of the alleged differing site condition and maintain its progress with the Work.

J. If the Contractor does not agree with Sound Transit's determination that the event or condition does not justify any Change to the Contract, the Contractor must file a Claim in accordance with Article 10, Delays and Claims, or such right to any adjustment in TCC (or any component thereof) and/or Contract Time shall be waived.

ARTICLE 5 MATERIALS AND EQUIPMENT

5.01 General

A. The Contractor shall furnish all materials, including without limitations, equipment and completely or partially assembled items, required to complete the Work, except materials that are designated in the Contract Documents to be furnished by Sound Transit.

B. Material and equipment furnished and installed for this Work shall be new and of a quality equal to or better than that specified.

C. Sound Transit's acceptance of materials on the basis of compliance documentation, inspection or testing shall not relieve the Contractor of its obligation for conformance with the Contract.

D. Manufacturers' warranties, instruction sheets, and parts lists, which are to be furnished with certain materials, shall be delivered to the Resident Engineer before Acceptance.

E. The materials and equipment provided and work performed by the Contractor shall strictly conform to the requirements contained in the Contract Documents. The burden of proof that the completed Work conforms to the Contract Documents shall be on the Contractor.

F. The Contractor shall not use any permanently incorporated materials or equipment unless such use is approved in writing by Sound Transit. Where Contractor's request is granted for the use of certain materials, the Contractor shall properly use and maintain, and upon completion of its use, and at its own expense, recondition such materials or equipment to the satisfaction of Sound Transit.

5.02 Materials Certifications

A. All materials except materials specified by brand name or mark or manufacturer, furnished for use or incorporation in the Work, shall be covered by quality certifications, test results or other documentation as required by the Contract to establish compliance of the products with Contract requirements. Unless specific tests are required by the Specifications, the Contractor may provide certifications to establish acceptability of the products furnished. Materials or products which require certification or other documentation shall not be incorporated until certifications have been delivered and the product approved by Sound Transit for incorporation.

B. When the Contract requires documentation that materials comply with a given specification or Industry Standard, the Contractor shall provide documents that include a certification that the material conforms to all applicable Contract requirements. The documentation shall identify the material, list the applicable Specifications and tests covered by the certification, describe the source of the material, and the quantity of material certified. The
certifying document shall originate with manufacturer or producer of the material and shall bear the signature of a person qualified to perform the certification and authorized to sign on behalf of the manufacturer or producer. If applicable, the certificate shall list any marking or other identification of the certified material.

C. For fabricated or manufactured materials, in addition to the documentation required by this Section, the Supplier shall furnish documentation that the fabrication or manufacturing process complies with Contract requirements. The documentation shall be comparable to that required by this Section and shall list the name and address of the manufacturer or fabricator, the specific processes covered by the certification and procedures and equipment used, tests performed and testing frequency, and any other pertinent information required to demonstrate Contract compliance.

D. For materials specified or approved by brand name or mark, an identifying label or other marking affixed by the manufacturer, which contains sufficient information to verify that the material furnished is the material specified, will be accepted as documentation in lieu of additional certification. Other physical characteristics or packaging information may be accepted at Sound Transit's discretion to demonstrate compliance.

E. Sound Transit may require testing at the Contractor's expense of materials that are delivered without acceptable identification, certification or other required documentation. Work that incorporates materials for which the required documentation has not been provided will be considered Nonconforming Work.

F. Sound Transit reserves the right to sample and test any material provided for use or incorporation into the Work. The Contractor shall furnish, at no cost to Sound Transit, all samples requested for testing. If Sound Transit's tests indicate that the material tested does not comply with Contract requirements, all materials covered by the same certification as the test sample shall be considered as Non-Conforming.

G. If, at any time, Sound Transit deems the Contractor's testing is not adequate, the Contractor shall immediately take corrective action as directed by Sound Transit.

5.03 Equivalent Materials And Equipment
When material or equipment is specified by one or more patents, brand names, or catalog numbers, it shall be understood that this is for the purpose of defining the performance or other salient requirements and shall be understood as if followed by the words "or equal," whether or not such words appear. Should the Contractor propose to furnish an "or equal" material or equipment then Contractor shall demonstrate conformance to the specified performance, testing, quality or dimensional requirements and suitability of the material or equipment for the use intended. The Resident Engineer shall promptly review and approve or disapprove Contractor's proposed "or equal" material or equipment but any such approval shall not relieve Contractor of its obligations to achieve the specified performance, testing, quality or dimensional requirements and suitability of any approved "or equal" material or equipment for the use intended under the Contract.

5.04 Substitutions
If material or equipment is specified as a sole source, Sound Transit will not consider Substitutions.

A. Materials or equipment of equal or better capacity, quality, or function may be allowed by Sound Transit, in its sole discretion, upon written request for Substitution by the Contractor. Requests for Substitution shall be made in accordance with these Contract Documents. Denial of a request for Substitution is not grounds for any Claim against Sound Transit.
B. Except for sole source materials or equipment, the Contractor may offer material or equipment of equal or better quality and performance in Substitution for those specified in the Contract Documents. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor. Sound Transit will consider offers for Substitution only from the Contractor and not from Suppliers, distributors, manufacturers, or Subcontractors. If the offered Substitution necessitates changes to or coordination with other portions of the Work, the Contractor, as a condition of Sound Transit's acceptance of the Substitution, shall perform such changes or coordination at no additional cost to Sound Transit. Substitutions shall be submitted to Sound Transit in sufficient time to avoid delays to the Work. The Contractor shall be responsible for any delay or cost resulting from untimely submittal of Substitution requests.

C. The Contractor has the burden of demonstrating that the proposed Substitution's function, quality, and performance will be equal in all respects to that of the specified item.

D. A request for Substitution constitutes a representation that the Contractor:
   1. Has investigated the proposed product and determined that it meets or exceeds the quality level of the specified product;
   2. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Sound Transit;
   3. Waives claims for additional costs or time extension that may subsequently become apparent; and
   4. Bears all costs of any redesign or modification to other systems, parts, equipment or components of the Contract Work resulting from the Substitution.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawings or product data submittals without a separate written request. Substitutions will not be considered when they are due to the Contractor's failure to order the specified items in a timely manner.

F. Sound Transit shall be the sole judge of whether the offered Substitution is in conformance with the Contract Documents for the Work and whether the changes to other portions of the Work necessitated by the incorporation of the offered Substitution are acceptable. Two-thirds of any savings resulting from the use of a substituted item shall be passed on to Sound Transit.

5.05 Manufacturer's Directions

Manufactured articles, materials, solvents, and equipment or other goods shall be transported, stored, applied, installed, connected, erected, adjusted, tested, operated, and maintained as recommended by the manufacturer, unless otherwise specified herein. Items shall be installed by the manufacturer where recommended or directed; however, the Contractor shall not be relieved of responsibility for such installation and costs.

5.06 Responsibility For Performance

Designation of brand names, components, and/or equipment in the Specifications shall not relieve the Contractor from responsibility for performance in accordance with Contract requirements. The Contractor is responsible for notifying the Resident Engineer of any inappropriate brand name, component, and/or equipment that may be called for in the Specifications, and for proposing a suitable alternative for consideration. Any substitution required by Sound Transit or the Resident Engineer under this Section shall be implemented in accordance with the procedures set forth in Article 4, Changes and Change Order Process.
ARTICLE 6  PROSECUTION AND PROGRESS OF THE WORK

6.01  Contract Time

A. All time requirements set forth in the Contract Documents are of the essence in the performance of the Contract. Except if specifically authorized in writing by Sound Transit, the Contractor is not allowed to perform Work or incur costs under the Contract until the effective date of the Construction Notice to Proceed. The Contractor shall proceed with performance of the Work under the Contract (or that portion of the Work covered by a limited Notice to Proceed) immediately after the effective date of Construction Notice to Proceed and shall continuously and diligently prosecute the Work and specified portions thereof to completion on or before the time or times set forth in the Contract. Any Work performed by the Contractor prior to the effective date of Notice to Proceed shall be at the Contractor's risk. The Contract Time shall not be extended or reduced except by Change Order. Contractor shall not be entitled to receive delay damages or costs for non-realization of anticipated early completion of the Work before the Contract Time.

B. The Contractor shall work such hours including overtime operations and/or extra shifts, within the parameters of permitted working days and hours, as may be necessary to meet its obligations under the Contract.

C. The Contractor shall comply with all local requirements and permit conditions relating to acceptable hours of operation for construction sites, and to noise control and abatement. If the Contractor deems that a waiver of any local requirements is necessary to enable the Contractor to perform the Work in accordance with the Contract requirements, it is the Contractor's responsibility to obtain said waivers, at no additional cost to Sound Transit.

D. All time periods measured in Days for Contract Time shall be based upon calendar days, unless specified otherwise. Time periods measured in days for each Contract milestone shall be computed by excluding the day upon which the period begins to run and including the last day of the period unless the last day is Saturday, Sunday or a legal holiday as defined in RCW 1.16.050. If the last day of the period is a Saturday, Sunday or legal holiday, the period shall run until, and shall include, the next day that is not a Saturday, Sunday, or legal holiday.

6.02  Construction Schedules

A. Preparation and Submittal of Schedules

1. The Contractor shall submit to Sound Transit a Construction Schedule in accordance with the Contract Documents and as agreed to during the negotiation of the MACC showing the sequence in which Contractor proposes to perform the Work, including all significant work activities, indicating the Critical Path, identifying the dates on which Contractor proposes to start and finish the scheduled activities, indicating dates for Substantial Completion and Acceptance of the Work and Contract, and meeting all requirements as are set forth in the Contract Documents. Sound Transit shall review the Construction Schedule and provide comments. Sound Transit's review of the Construction Schedule is not an approval of the Contractor's sequencing or time of completion, nor of the Contractor's means and methods of construction, and does not relieve Contractor of its sole responsibility for the accuracy of the Construction Schedule and compliance with the Contract.

2. The Contractor shall not be entitled to payment, nor shall Sound Transit be required to make payment for any Contract Work, until the Contract Critical Path Method ("CPM") Schedule(s) comply with the requirements of the Contract Documents.
3. Contractor shall regularly enter actual progress of the Work on the Construction Schedule and such updated schedules shall accurately reflect actual progress. Updated Construction Schedules shall be furnished as required by the Contract Documents. Monthly progress payment applications will not be paid until Contractor has complied with these requirements as determined by the Resident Engineer.

4. Sound Transit will evaluate the progress of the Contractor in comparison to that anticipated by the Construction Schedule. Should this comparison indicate that the Contractor is not maintaining its anticipated progress toward the completion of the Contract Milestones contained in the Contract, Sound Transit may direct the Contractor to take whatever steps are necessary in order to ensure that the Contract Milestones are met. The additional steps may include working longer shifts, working additional shifts, furnishing more resources, or other actions appropriate to the situation. The additional costs for these additional steps will be the responsibility of the Contractor and will not be reimbursed by Sound Transit.

5. The provisions of this paragraph A are to be read in conjunction with any scheduling requirements imposed by the Contract Specifications and, to the extent the Contract Specifications impose requirements at variance with and/or more specific than the provisions of this Section, the Contract Specifications shall take precedence.

B. Float

1. Float is defined as the number of Days by which a Work activity identified in the Construction Schedules could be delayed from its "early start date" until the date upon which the Work activity would become a Critical Path Activity.

2. Any float, slack time, or contingency within the Construction Schedule (i.e., the difference in time between the Contract's early completion date and the Acceptance Date or Contract Milestone), if established, is not for the exclusive use of either Sound Transit or the Contractor, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Contract Milestones (if established) or the Acceptance date. Use of such jointly owned float shall be on a first come, first served basis. Float may be applied to delays caused (without limitation) by unmarked utility interferences or third parties.

3. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew/resource sequencing, etc. Since float time within the Construction Schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Milestone date and such delay is attributable to or caused by Sound Transit. Since float time within the Construction Schedule is jointly owned, it is acknowledged that Sound Transit-caused delays on the Contract may be offset by Sound Transit-caused time-savings. In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all Sound Transit-caused time-savings are exceeded.

6.03 Failure To Maintain Progress

If, in the opinion of the Resident Engineer, the Contractor falls behind the Construction Schedule, the Contractor shall without additional charge to Sound Transit take any and all steps necessary to improve Contractor's progress. The Resident Engineer, in such case, may require the Contractor to increase the number of shifts, increase the number of crews and/or operations, initiate or increase overtime operations, increase Days of work in the work week, or increase the amount of construction plant, or all of the foregoing. Sound Transit may also require the Contractor to submit
for approval supplemental progress schedules that detail specific operation changes to be instituted to regain the Construction Schedule.

6.04 Protection Of Property

In addition to requirements set forth elsewhere in the Contract Documents, the Contractor shall comply with the following general requirements:

A. Protect all public and private property, insofar as it may be endangered by the Contractor's operations, and take every reasonable precaution to avoid damage to such property.

B. Restore and bear the cost of restoration of any public or private improvement, facility, structure or land and landscaping inside or outside of the right-of-way or easement, which is damaged or injured directly or indirectly by or on account of an act, omission, or neglect in the execution of the Work; restore to a condition substantially equivalent to that existing before such damage or injury occurred, by repairing, replacing, rebuilding, or otherwise affecting restoration thereof, or if this is not feasible, make a suitable settlement with the owner of the damaged property. All restoration shall be governed by the requirements of local authorities, including but not limited to local codes, standards, and permit conditions.

C. Give reasonable notice through the Resident Engineer to occupants of buildings on property adjacent to the Work to permit the occupants to remove vehicles, trailers and other possessions as well as salvage or relocate plants, trees, fences, sprinkler systems, or other improvements in the right-of-way which are designated for removal or which might be destroyed or damaged by work operations.

D. Protect all trees, lawns, and planted areas within the right-of-way or easements that are designated for preservation.

E. Not operate tracked equipment on the streets that are not scheduled for demolition and repaving under the Contract. In the event tracked equipment is used, the streets shall be fully protected.

6.05 Rights-Of-Way, Easements, And Premises

A. The Contractor shall confine construction activities within property lines, right-of-way, limits of easement, and limits of construction permits as shown or specified in the permit unless arrangements are made with owner(s) of adjacent private property through the Resident Engineer. If additional space or property is needed to accommodate the Contractor's method of construction of the Work or for additional staging area or for the convenience of the Contractor, the Contractor shall acquire the right to use such additional space and shall bear all related costs and responsibilities. Prior to the use of any private property outside the specified limits, the Contractor shall file with the Resident Engineer written permission from the property owner(s) and provide copies of all applicable documents.

B. The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure, or building within the limits of the Site, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Sound Transit and any entity, owner, former owner, or tenant of such land, structure, or building.

C. Sound Transit does not assert that the staging areas shown on the drawings are sufficient to perform the Work efficiently, and the Contractor shall procure, at its own expense, any additional staging area it requires to perform the Work, and such costs for additional staging shall be included in the fixed amount for the Specified General Conditions work.
6.06 Public Safety And Convenience

The Contractor shall conduct its operations to ensure the least possible obstruction and inconvenience to the public, and the Contractor shall have under construction no greater length or amount of work than the Contractor can prosecute properly with due regard to the rights and convenience of the public.

6.07 Emergency Work

A. In an emergency affecting the safety of persons, the Work, or adjoining property, the Contractor, without special instructions or authorization from the Resident Engineer, shall act to prevent such threatened loss or injury. In such an emergency, the Contractor shall perform such additional work as required. Any compensation claimed by the Contractor on account of emergency work shall be governed by Article 4, Changes and Change Order Process, or as deemed appropriate by the Resident Engineer.

B. If, during the Warranty period or during the progress of the Contract, the Contractor is absent from the locations of the Work at the time when a failure or faulty condition of the Contractor's Work requires emergency action in the public interest, Sound Transit shall have the right to make repairs or corrections by itself or with other forces, as required, and Sound Transit may withhold from monies due the Contractor any costs which Sound Transit incurs from such emergency work.

6.08 Protection Of Utilities

A. Facilities and installations of various Utilities may be present in the area of Work. In general, the locations of existing major Utilities, whether above ground or underground, are indicated on the Contract Drawings. This information has been obtained from Utility maps and field surveys. Sound Transit does not guarantee the accuracy or completeness of the information. It is understood that other facilities not shown on the Contract Drawings may be encountered during the course of the Work. In any case, most minor lines such as water, gas, electric power and communication, sewer services, and sprinkler irrigation lines may not be indicated. The Contractor shall protect any Utility property that is on or adjacent to the Site or affected by the Work. Existing Utilities, whether shown on the Contract Drawings or not, shall be maintained, relocated, rerouted, removed, repaired, and restored as necessary by the Contractor in a manner satisfactory to owners and operators of the Utilities and to Sound Transit. The Contractor shall contact the Utility owners and arrange construction operations and schedules to minimize any interruption of Utility services. The Contractor shall provide Utility owners with notice as may be required by said Utilities for location of Utility services, scheduling of outages, or other Utility activities needed to accommodate the Contractor's operations.

B. The Contractor shall comply with the requirements of RCW 19.122, Underground Utilities, and take steps to ascertain the exact location of all Utilities prior to doing Work which may damage such facilities or interfere with their service. Where the location of a facility is not indicated, or is, in the opinion of the Resident Engineer, doubtful, the Contractor may be directed to make such excavations and explorations as are necessary to ascertain the correct location.

C. When performing work in streets and easements, the Contractor shall notify all affected Utilities and local agencies of its proposed operations and properly coordinate and expedite the Work in such a manner as to cause the least amount of conflict and interference between the work and operations of other agencies. In the event of disruption or threat of disruption to utility services as a result of construction-related activities, regardless of cause, the Contractor shall notify the affected parties immediately and shall notify
and cooperate with the owners of Utilities as well as any fire, police, or other public authority which may be affected by the disruption, as required by said owner, agency, or authority. The Contractor shall document all incidents of damage to Utilities that are the result of Work activity, and report all such incidents to Sound Transit immediately with date, time, place and type of property damage.

D. The Contractor shall ensure that unauthorized personnel are strictly prohibited from the operation of Utility or agency water valves and hydrants and shall obtain written permission from the applicable owner of the Utility or agency prior to using any water hydrant or operating any water valve. No Work shall be undertaken around fire hydrants until provisions for continued access and service have been approved by the local fire authority.

E. The provisions of this Section 6.08 are to be read in conjunction with any requirements imposed by the Contract Specifications and, to the extent the Contract Specifications impose requirements at variance with and/or more specific than the provisions of this Section, the Contract Specifications shall take precedence.

6.09 Temporary Construction Facilities And Utilities

Temporary facilities and Utilities shall be installed in compliance with federal, state, and local codes and statutes, at the Contractor's expense. The installation and maintenance of all temporary facilities will be subject to the approval of Sound Transit, and unless otherwise authorized in writing by Sound Transit, all such facilities shall be removed before Acceptance of the Work.

Before proceeding with the erection of any construction facilities, including temporary structures, machinery, offices, and warehouses, the Contractor shall, at its expense, notify and furnish Sound Transit with such information and drawings as Sound Transit may request showing locations of such facilities, capacities and capabilities of the machinery and equipment, and projected utility requirements. Such construction facilities shall be fully adequate for the uses intended and fully comply with the requirements of the Contract.

The Contractor may desire to rearrange Utilities temporarily for Contractor's convenience. In this case, the Contractor shall make whatever arrangements are necessary with the owners of such utility or other facility for such rearrangement and bear all expenses in connection therewith. Further, the Contractor shall maintain all utility facilities placed by the Contractor in temporary locations, and all Utilities within the construction area not required to be permanently rearranged but which are required to be shored or supported during the construction period. Unless otherwise indicated, the cost of such temporary rearrangement and maintenance shall be borne by the Contractor and no other compensation shall be due the Contractor for this work.

6.10 Rearrangement Of Utilities By Others

Some or all of the Utilities, both above ground and below ground, which are required to be rearranged to accommodate the specified work, may be rearranged by other forces. In the event that rearrangement will be performed prior to the start of the Contractor's operations, or where the rearrangement must be coordinated with the Contractor's construction operations, the existing facilities which are to be rearranged by others will be indicated in the Contract Documents. Where such a rearrangement by others is indicated in the Contract Documents, the Contractor will have no liability for the cost of performing the work; however, the Contractor shall cooperate with those involved in such rearrangement. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility or other facilities, and the Contractor shall make arrangements with the owner of such facilities for the coordination of the work. The Contractor shall anticipate potential delays by the utility owners and such reasonable delays shall not be the basis for additional compensation or time extensions. Only in the event that the utility owners fail
or refuse to relocate or relocate in a manner causing unreasonable delays to the Critical Path of the Work may the Contractor request a time extension as provided in Article 4, Changes and Change Order Process.

6.11 Exploration For Utilities

Where excavations or explorations are directed by the Resident Engineer or where it is determined by the Resident Engineer that the rearrangement of an underground Utility, the existence of which is not shown in the Contract Documents, is essential in order to accommodate the Work, the Resident Engineer will provide for the rearrangement of such facility by other forces or, when so ordered by a CN-WD or CO, such rearrangement shall be performed by the Contractor and will be paid for as provided in Article 4, Changes and Change Order Process. In the event of unscheduled or unanticipated disruption(s) or threat of disruption(s) to Utility services as a result of construction-related activities, regardless of cause, the Contractor shall promptly notify Sound Transit, the affected owner of the Utility, and fire and/or police agencies as necessary, and shall cooperate with those authorities. If temporary disruption(s) of utility service(s) is (are) unavoidable pursuant to the Work, the Contractor shall immediately notify the Resident Engineer and secure authorization from Sound Transit before disrupting the Utility service(s).

6.12 Safety, First Aid and Security

A. The Contractor shall be solely and completely responsible for conditions of the Site and the safety of all persons and property twenty-four (24) hours per day during the performance of the Work of the Contract. The Contractor shall:

1. Maintain the Site and perform the Work in a manner that meets statutory, regulatory and common law requirements for the provision of a safe place to work and that does not pose safety risks to employees of Sound Transit or the public;
2. Initiate, maintain, and supervise all safety precautions and programs in connection with the performance of the Work;
3. Protect the lives and health of employees performing the Work and other persons who may be affected by the Work; and
4. Prevent damage to and theft of materials, supplies, and equipment whether on-Site or stored off-Site.

B. The Contractor shall comply with all applicable local, state and federal laws, ordinances, rules, regulations and orders of any public authority building and construction codes, and safety regulations bearing on the safety of people and property and their protection from damage, injury or loss. In the case of conflict, the more stringent requirement shall apply. Any review of the Contractor's performance conducted by Sound Transit, or its consultants, does not and shall not be intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Site.

C. Failure to comply with minimum requirements and procedures for accident prevention, safety and loss prevention, accident and incident reporting, and control for the Work shown in the Contract Specifications may result in a material breach of contract. The requirements for health, safety, security and emergency response procedures is intended to supplement, and not replace the Contractor's Safety and Security Program or Site Safety and Security Plan.

D. Prior to construction, the Contractor shall have in place a Contractor's Safety & Security Program. From this Program, the Contractor shall prepare a Contractor's Site Safety & Security Plan (CSSP) identifying the methods by which all applicable safety and security
requirements of the Contract and the applicable federal, state or local requirements will be met.

E. The Contractor shall ensure its Subcontractors either have a written safety program that conforms to the applicable requirements or formally adopt the Contractor's Safety & Security Program and Site Safety and Security Plan.

F. The Contractor shall designate a Safety & Security Officer who shall be responsible for proper implementation of the Safety & Security Program and the Contractor's Site Safety & Security Plan.

G. The Contractor shall submit a copy of its Safety and Security Program and Site Safety and Security Plan to Sound Transit in accordance with the Contract Documents. Sound Transit's review of the Contractor's Safety & Security Program and Site Safety & Security Plan shall not transfer any responsibility for the safety of the Work Site from the Contractor to Sound Transit.

H. The Contractor shall conduct a monthly safety meeting with all on-Site Subcontractors and supervisors to discuss general and specific safety matters. The Contractor shall keep a log of such monthly safety meetings and provide it upon request by Sound Transit, including a sheet on which each attendee signed in and a description of the safety topics discussed at the meeting. The Contractor also shall conduct weekly safety or "tool box" meetings with employees of the Contractor and Subcontractors. The Contractor shall keep a log of such weekly safety meetings and provide it upon request by Sound Transit.

I. As the Owner, Sound Transit retains the right to grant consent to inspections pursuant to State and federal law. This includes all accident and criminal investigations and general schedule, complaint, and follow-up safety and health inspections conducted by the State of Washington Department of Labor and Industries (DOSH) and the Federal Occupational and Health Administration (OSHA).

J. The provisions of this Section 6.12 are to be read in conjunction with any requirements imposed by the Contract Specifications and, to the extent the Contract Specifications impose requirements at variance with and/or more specific than the provisions of this Section, the Contract Specifications shall take precedence.

6.13 Order Of Work

When required by the Contract Documents, the Contractor shall follow the sequence of operations set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various Contract items of the Work and no additional compensation will be allowed therefore.

6.14 Liability For Expenses

The Contractor shall be liable to Sound Transit for expenses incurred due to the Contractor's failure to perform tasks in accordance with the Contract requirements. Such expenses may include costs to Sound Transit for providing personnel to perform tasks on behalf of the Contractor and shall be subject to an advance notice to the Contractor that such expenses are expected to be incurred. These expenses may be deducted as unilateral credit Change Orders or as part of the Change Orders issued in accordance with Article 4, Changes and Change Order Process.
ARTICLE 7    LEGAL REQUIREMENTS

7.01    Headings

The parties agree that Article and Section headings and other titles used in the Contract are for convenience only, and are not to be used to interpret the Contract.

7.02    Waiver Of Contract Terms

No act or failure to act on the part of Sound Transit with respect to the exercise or enforcement of any provision of the Contract (including but not limited to rights or remedies conferred upon Sound Transit under the Contract, performance, or construction standards) shall be deemed to be a waiver on the part of Sound Transit of any provision of the Contract. No waiver of one provision by Sound Transit shall act as a waiver of any other provision or as a subsequent waiver of the same provision. No waiver shall be effective against Sound Transit except an express waiver in writing.

7.03    Prohibited Interest

The Contractor shall not offer or confer any interest, direct or indirect, in this Agreement or the proceeds thereof (or hire or retain in any way, directly or indirectly) to or on any member, officer, or employee of Sound Transit or its governing body, or of any of its component agencies during such person’s tenure or one year thereafter, unless such interest has been disclosed in writing to Sound Transit and Sound Transit has determined that no prohibited conflict of interest or ethical violation exists in the circumstances.

7.04    Successor's Obligations/ Assignment Of Contract

The grants, covenants, provisos and claims, rights, powers, privileges and liabilities contained in the Contract shall be read and held as made by and with, and granted to and imposed upon, the Contractor and Sound Transit and their respective heirs, executors, administrators, successors and assigns. A Surety under the Performance Bond allowed by Sound Transit to complete the Work in the event of a default, termination, or other failure of the Contractor to perform the Work, shall comply fully with all Contract requirements and shall not use the defaulted or terminated Contractor for continuation or completion of the Work unless Sound Transit consents.

The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Sound Transit. To the maximum extent permitted by law, involuntary assignment of the Contract caused by the Contractor being adjudged bankrupt, assignment of the Contract for the benefit of the Contractor's creditors, or appointment of a receiver on account of the Contractor's insolvency shall be considered as a failure to comply with the provisions of the Contract and subject to the termination provisions contained herein.

7.05    Joint Venture Contractor

A. In the event the Contractor is a joint venture of two or more partners, the grants, covenants, provisos and claims, rights, power, privileges, and liabilities of the Contract shall be construed and held to be several as well as joint. Any notice, order, direction, request, or any communication given by Sound Transit to the Contractor under the Contract shall be deemed sufficiently given to all persons being the Contractor if given to any one or more of such joint venture partners. Any notice, request or other communication given by any one of such joint venture partners to Sound Transit under the Contract shall be deemed to have been given by and shall bind all joint venture partners being the Contractor.

B. In the event of the dissolution of the joint venture Contractor, Sound Transit shall have the unqualified right to select which joint venture partner(s), if any, shall continue with the Work under the Contract. Such selected partner(s) shall assume all liabilities, obligations, rights,
and benefits of the Contractor under the Contract. Dissolution of the joint venture shall not be effected without prior consultation with Sound Transit. In the event of failure or inability of any joint venture partner(s) to continue performance under the Contract, the remaining joint venture partner(s) shall perform all services and Work and assume all liabilities, obligations, rights, and benefits to the Contractor under the Contract. Nothing in this Section shall be construed or interpreted to limit Sound Transit's rights under the Contract or by law to determine whether the Contractor or any joint venture partner thereof has performed within the terms of the Contract.

7.06 Conflict Of Interest

The Contractor covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest that conflicts in any manner or degree with the Work, materials to be provided or services required to be performed under the Contract. Furthermore, the Contractor shall not employ any person or agent having any such conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose in writing such interest to Sound Transit and take action immediately to eliminate the conflict or to withdraw from the Contract, as Sound Transit requests. The Contractor shall not employ any consultant who is concurrently employed by Sound Transit or by Sound Transit's consultants (including, but not limited to, surveyors, engineers, architects, and testing laboratories), without first obtaining Sound Transit's approval in writing.

7.07 Permits, Fees, And Notices

A. Except as otherwise indicated, the Contractor shall procure all necessary permits and licenses, pay all charges and fees, comply with all permit conditions and give all notices necessary and incident to the due and lawful prosecution of the Work. Failure of the Contractor to perform any of the requirements specified herein shall result in the Contractor's liability as set forth herein. Upon written request, the Contractor shall furnish Sound Transit with satisfactory documentation evidencing compliance with the applicable requirements. Contractor shall sign as co-permitee on any stormwater permits issued for the Project regardless of whether Sound Transit obtains such permit(s) prior to or after execution of the Contract.

B. The Contractor shall be fully liable to Sound Transit and any permit issuing authority for any failure to obtain a permit, or for any failure to comply with the terms of any permit, including (1) completing the Work authorized by any government permit within the time or times, if any, stipulated in such permit, in the full amount of any and all damages or consequences, including fines or penalties Sound Transit may suffer as a direct or indirect result of such failure, (2) the actual damages incurred by Sound Transit, and (3) liquidated damages for delays to the Work caused by failure to timely complete Work, or any separate part thereof. As used herein, the term "permit issuing authority" includes any authority whose permit or license is necessary and incident to the due and lawful prosecution of the Work.

C. The Contractor shall be responsible for identifying, securing, and paying for all necessary licenses, fees, inspections, waivers, utility connection fees, building and other permits, and similar authorizations from governmental and utility authorities required to fulfill the Contract requirements and the Contractor's obligations except for those identified in the Contract as being furnished or paid for by Sound Transit.

D. The Contractor shall maintain at the Work Site copies of all permits, licenses, certificates, or other documentation demonstrating compliance with any applicable statute, regulation,
ordinance, or rule or other requirements of the Contract. The Contractor shall provide copies of such documentation to Sound Transit promptly upon request.

E. The Contractor shall be liable for and shall pay all fines, assessments, and other costs resulting from the Contractor's violation of any applicable federal, state, or local statute, regulation, ordinance, or other restriction.

F. The Contractor shall not be entitled to any additional compensation or extension of time as a result of the Contractor's violation of applicable regulatory requirements. If a delay results from such a violation, the Contractor shall be responsible for all costs including, but not limited to, overtime premium associated with regaining the time lost as a result of such delay, and any damages, including liquidated damages, which may result from Contractor's failure to comply with the Construction Schedule as a result of such delay.

G. The provisions of this Section 7.07 are to be read in conjunction with any requirements imposed by the Contract Specifications and, to the extent the Contract Specifications impose requirements at variance with and/or more specific than the provisions of this Section, the Contract Specifications shall take precedence.

7.08 Publicity And Advertising

The Contractor, its Subcontractors, and Suppliers shall not publish nor cause to be published any advertisement or other material, including news releases and technical papers, regarding the subject matter of the Contract at any time without the prior written authorization of Sound Transit. The Contractor shall not display any signs, posters, or any other advertising matter in or on the Work or on or around the Site other than those prescribed by the Contract or by law without the prior written authorization of Sound Transit. In addition, advertising or other copy mentioning Sound Transit or quoting the opinions of any of its employees shall not be released before such copy is approved in writing by Sound Transit. Any material proposed for publication shall be factual and shall not state or imply endorsement by Sound Transit of any firm, service or product.

7.09 Liability And Indemnification

A. The Contractor shall comply, and require its Subcontractors to comply, with all Sound Transit resolutions, motions and federal, state, and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.

B. If Sound Transit has an Owner Controlled Insurance Program (OCIP) in place that will provide coverage, such OCIP is described in Article 8, Owner Controlled Insurance Program. OCIP coverage (if any) does not relieve the Contractor, Subcontractors or Suppliers of liability or damages to Sound Transit under the Contract Documents. Proceeds from any OCIP coverage, to the extent actually paid, are available to satisfy or reduce such liability and damages. There may also be liabilities arising from the Work to which Sound Transit, the Contractor and other parties are exposed because of the Contractor's actions or omissions that are not covered by OCIP.

C. In performing work and services hereunder, the Contractor and its Subcontractors, employees, agents, and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of Sound Transit in any manner whatsoever. The Contractor shall not hold itself out as, nor claim to be, an officer or employee of Sound Transit by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of Sound Transit. The Contractor shall be solely responsible for any claims for wages or compensation by the Contractor's employees, agents, and representatives, including Subcontractors, and save and hold Sound Transit harmless therefrom.
D. The Contractor shall indemnify, defend and hold Sound Transit harmless for any costs and pay any damages or judgments related to any claim brought by any person employed in any capacity by the Contractor, Subcontractors, or any agency on the Project, with respect to the payment of wages, salaries, or other compensation or benefits, including but not limited to benefits such as medical, health, retirement, vacation, and sick leave.

E. To the maximum extent permitted by law, the Contractor agrees to defend, release, indemnify and hold harmless Sound Transit, its successors and assigns, and its and their shareholders, officers, officials, directors, contractors, employees (collectively "the Indemnified Parties") from and against any liability including any and all suits, claims, actions, losses, costs, penalties, response costs, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to the Contractor's performance or failure to perform the Contract or the Work; provided, however, that if the provisions of RCW 4.24.115 apply to the Work and any injuries to persons or property arising out of performance of this Agreement are caused by or result from the concurrent negligence of the Contractor or its Subcontractors, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the Contractor and its Subcontractors, agents or employees.

THE CONTRACTOR SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CONTRACTOR'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CONTRACTOR SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, THE CONTRACTOR'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST THE CONTRACTOR BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONTRACTOR'S EMPLOYEE DIRECTLY AGAINST THE CONTRACTOR.

F. The Contractor further agrees to assume the defense of the Indemnified Parties with legal counsel acceptable to Sound Transit, whose acceptance shall not be unreasonably withheld, in all legal or claim proceedings arising out of, in connection with, or incidental to the performance of this Agreement or the Work. The Contractor shall pay all defense expenses, including attorneys’ fees, expert fees, and costs (collectively "defense costs") incurred directly or indirectly on account of such litigation or claims, and the Contractor shall satisfy any judgment rendered in connection therewith. In the event that any lien is placed upon the property of any of the Indemnified Parties as a result of such suits or legal proceedings, the Contractor agrees to immediately cause the same to be dissolved and discharged by giving bond or otherwise. The Contractor may settle any suit, claim, action, loss, cost, penalty, or damages, subject to the approval of Sound Transit, whose approval shall not be unreasonably withheld, if such settlement completely and forever extinguishes any and all liability of the Indemnified Parties. In the event of litigation between the parties
to enforce the rights under this Section, reasonable attorney fees shall be allowed to the prevailing party.

G. The Contractor further agrees that any review and/or approval by Sound Transit and/or others hereunder shall not relieve the Contractor of any of its obligations to perform to generally accepted professional standards applicable to the types of services and work provided hereunder or in any way diminish its liability for the performance of such obligations or its obligations to provide the indemnities hereunder.

H. The foregoing indemnities and duties to defend shall survive the termination of this Agreement and final payment hereunder, and are in addition to any other rights or remedies which Sound Transit and/or any of the Indemnified Parties may have by law or under this Agreement. In the event of any claim or demand made against any Indemnified Party hereunder, Sound Transit may, in its sole discretion, reserve, retain or apply any monies due to the Contractor under the Agreement for the purpose of resolving such claims; provided, however, that Sound Transit may release such funds if the Contractor provides Sound Transit with adequate assurance of the protection of Sound Transit's and the other Indemnified Parties' interests.

I. The Contractor shall not assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by Sound Transit; provided, however, that claims for money due or to become due to the Contractor from Sound Transit under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such claim assignment shall be furnished promptly to Sound Transit.

J. Sound Transit's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

7.10 Ownership Of Work Product

All information, including drawings, Specifications, As-Built Drawings and other data, prepared or developed by the Contractor in performance of the Work, whether or not required to be furnished to Sound Transit, shall be the property of Sound Transit and may be used by Sound Transit without restriction. The Contractor hereby assigns and transfers to Sound Transit any and all copyrights for such materials. Prior to the completion of the Work, the Contractor shall provide Sound Transit with a list of all such information which has not previously been furnished to Sound Transit. Sound Transit will then have thirty (30) Days to advise the Contractor which information shall constitute Sound Transit property. Before requesting Acceptance, the Contractor shall deliver to Sound Transit the information that has been identified to constitute Sound Transit property.

7.11 Rights In Technical Data

A. The Contractor shall assume all risks arising from the use of patented or copyrighted materials, equipment, devices or processes not furnished by Sound Transit, used on or incorporated in the Work, and shall indemnify, defend and hold harmless Sound Transit, and all of its directors, officers, employees and agents to the maximum extent permitted by law from and against any and all claims, liabilities, losses, damages or expenses (including attorney's fees and related costs), whether direct or indirect, arising out of or relating to the ownership, possession or use of any patented materials, equipment, devices or processes. In case such material, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor at the Contractor's expense shall:
1. secure for Sound Transit the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license, or licenses, or
2. replace such materials, equipment, devices or processes, or
3. modify them so that they become non-infringing or
4. remove the enjoined materials, equipment, devices or processes and refund the sums paid therefore without prejudice to any other rights of Sound Transit or the Resident Engineer.

B. The preceding paragraph A shall not apply to any materials or processes specified by Sound Transit or manufactured to the design of Sound Transit in accordance with the details contained in the Contract Documents, if authorized by Sound Transit; and for such materials and processes the Contractor assumes no liability whatsoever for infringement, except to the extent that the Contractor knew, or should have known of the infringement and failed to promptly notify Sound Transit thereof.

C. If any invention, improvement, or discovery of the Contractor is conceived or first reduced to practice in the course of Work or under the Contract, and such invention, improvement, or discovery may be patented under the laws of the United States of America or any foreign country, the Contractor shall immediately notify Sound Transit and provide a detailed report. The rights and responsibilities of Sound Transit, the Contractor, and the federal government with respect to such invention, improvement, or discovery will be determined in accordance with applicable federal laws, regulations, policies and any grant agreements. Except for Contractor's use in conjunction with the Work required by the Contract, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of Sound Transit.

D. This Section shall survive any expiration or termination of the Contract.

7.12 Severability
If a provision of the Contract is found by a court of competent jurisdiction to be unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected, and the parties shall negotiate an equitable adjustment of the Contract so that the purposes of the Contract are affected.

7.13 Compliance With Laws And Regulations
A. The Contractor shall keep fully informed concerning all governmental requirements, including but not limited to all state, federal, county and municipal laws, ordinances and regulations which in any manner affect the performance of the Work or the materials and equipment used in the Work, or which in any way affect those employed to work in connection with the Project, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same including the specific legal requirements referenced in the Contract Documents (collectively, the “Governmental Requirements”). The Contractor shall at all times comply with, and shall cause all the Contractor's agents, employees and Subcontractors to comply with all such Governmental Requirements, and shall indemnify, defend and hold harmless Sound Transit and all of its directors, officers, agents, and employees against all claims, liabilities, losses, damages and expenses (including attorney's fees and related costs) arising from or based on the violation of any such Governmental Requirement whether by the Contractor or contractor's agents, employees or Subcontractors. If any discrepancy or inconsistency is discovered in the
Contract Documents for the Work in relation to any such Governmental Requirements, the Contractor shall immediately report the same to the Resident Engineer in writing.

B. The Contractor shall comply, and require its Subcontractors to comply, with all Sound Transit policies applicable to the Work to be performed under this Agreement (including, but not limited to, Sound Transit's policy on equal employment opportunity and harassment). Copies of Sound Transit policies are available upon request.

C. The Contractor agrees to exercise reasonable efforts to stay apprised of changes to said Governmental Requirements. The Contractor shall bring any such changes to the attention of the Resident Engineer and identify with particularity the effect of such changes on the Work. Impacts of time or cost from such change will be investigated and managed through the Change Order process. Any such changed law, ordinance, resolution, or regulation supersedes any conflicting provisions of the Contract.

D. If Contractor knows or has reason to know of any suspected violation of any Governmental Requirement for which it or any Subcontractor at any level may be responsible under the Contract, Contractor must promptly and fully investigate the matter and immediately report the existence of such investigation to Sound Transit. Upon request by Sound Transit, Contractor shall fully report to Sound Transit the facts and information ascertained in this investigation and Sound Transit shall be allowed to examine all of Contractor's documentation related to the investigation (provided, however, that Contractor may withhold communications which would otherwise properly be considered attorney-client privileged).

E. In the event of any violation of any Governmental Requirement, which shall include the occurrence of an Environmental Violation or Safety Violation, Contractor shall be liable to Sound Transit for all actual costs reasonably incurred by Sound Transit that are directly related to Sound Transit's response to or necessary actions required by the violation of any Governmental Requirement, including but not limited to the total personnel costs of Sound Transit employees and other Sound Transit costs, outside attorneys' fees and costs, and outside consultants' fees and cost. Sound Transit may withhold such damages from sums otherwise payable to Contractor under the Contract. For purposes of this Section, Environmental Violation is defined as any federal, state, or local governmental entity or other applicable environmental permitting authority having found any portion of the Work or Contractor's performance thereof to be in violation of any environmental permit or other applicable federal, state, or local environmental law, regulation, or requirement. For purposes of this Section, Safety Violation is defined as any federal, state, or local governmental entity or other applicable environmental permitting authority having found any portion of the Work or Contractor's performance thereof to be in violation of any applicable federal, state, or local safety law, regulation, or requirement.

F. Sound Transit, at its sole option and discretion, may elect to waive and/or reduce the amount of any damages provided for in this Section. Any waiver or reduction shall in no way diminish or affect Sound Transit's right to assert damages for any subsequent and/or additional violations.

7.14 Temporary Erosion And Sedimentation Control

The Contractor shall plan for and implement all necessary temporary measures to prevent pollution of soil and water, and control, respond to, and dispose of potential pollutants or hazardous materials until Acceptance. The Contractor shall comply with requirements set forth in the National Pollutant Discharge and Elimination Systems (NPDES) permit and all state and local permits. The Contractor shall strive to meet or exceed all requirements of the permits.
thirty (30) Days of Notice to Proceed and before any site Work is performed, Contractor shall work with Sound Transit to take the necessary steps to become a co-permitee on the NPDES permit for the Work.

The provisions of this Section are to be read in conjunction with any requirements imposed by the Contract Specifications and, to the extent the Contract Specifications impose requirements at variance with and/or more specific than the provisions of this Section, the Contract Specifications shall take precedence.

7.15 Critical Areas

The Contractor shall protect all identified critical areas within and adjacent to the work area at all times. Critical areas are defined in the applicable Contract Specification and include wetlands, streams, tributaries, buffers, designated wildlife habitat corridors, significant trees and other critical (or sensitive) areas. Only those critical areas specifically designated to be affected may be affected.

In the event that additional critical areas are discovered at, near, or on the Site, the Contractor shall verbally notify the Resident Engineer within twenty-four (24) hours. Contractor shall also, within seven (7) Days, provide written notice in the manner prescribed by the Contract. If directed by the Resident Engineer, the Contractor shall immediately suspend any construction activity that would be in violation of any applicable permits issued for the Contract or Project. Any such suspension of the Work shall remain in effect until permission to proceed has been obtained by Sound Transit from the appropriate permitting agency. In such an event, Sound Transit will work with the Contractor to develop a work-around plan to mitigate any delay and disruption to the Contractor’s Work, and Contractor shall use best efforts to mitigate any such delay or disruption. Compensation for the work-around plan will be made in accordance with the Contract Documents in accordance with Article 4, Changes and Change Order Process.

The provisions of this Section are to be read in conjunction with any requirements imposed by the Contract Specifications and, to the extent the Contract Specifications impose requirements at variance with and/or more specific than the provisions of this Section, the Contract Specifications shall take precedence.

7.16 Noxious Weed And Pest Control

Sound Transit is dedicated to controlling and limiting the spread of noxious weeds and pests by implementing an Integrated Pest Management (IPM) program. The IPM program is an effective and environmentally sensitive approach to pest management and control that relies on a combination of common-sense practices using current, comprehensive information on the life cycles of pests and their interaction with the environment, pest-resistant varieties, biological controls, physical techniques, and strategic use of pesticides. This program, in combination with available pest control methods, is used to manage pest damage by the most economical means, with the least possible hazard to people, property, and the environment. IPM takes advantage of all appropriate pest management options including, but not limited to, the judicious use of pesticides or those pesticides that are produced from natural sources, as opposed to synthetic chemicals. Contractor acknowledges the importance of the IPM program and shall use best efforts to comply with the requirements of the IPM program, as set forth in any applicable Specification.

The provisions of this Section are to be read in conjunction with any requirements imposed by the Contract Specifications and, to the extent the Contract Specifications impose requirements at variance with and/or more specific than the provisions of this Section, the Contract Specifications shall take precedence.
7.17 Environmental Compliance And Sustainability

Sound Transit has an established environmental policy, a sustainability initiative, and an environmental management system certified under the International Standards Organization (ISO) 14000. Sound Transit is committed to protecting the environment for present and future generations. The purposes of these policies are to:

1. Implement environmental stewardship and sustainable development;
2. Reduce environmental risks and liabilities;
3. Enhance image with public, regulators, agencies and stakeholders;
4. Ensure regulatory compliance;
5. Improve environmental performance; and
6. Simplify environmental communication.

Sound Transit is committed to meeting or exceeding all environmental commitments during all phases of the Project. The purpose is to prevent environmental degradation, reduce work delays and cost increases, minimize negative publicity, and reduce the number of upset citizens, landowners, and regulating agencies.

Prior to execution of the Contract, Sound Transit provided to the Contractor a copy of Sound Transit’s environmental policy, its sustainability initiative, and its environmental management system. Contractor agrees that it has read and understands the documents provided, and that it agrees to use reasonable efforts to work in a manner that is consistent with all of these environmental programs.

The provisions of this Section are to be read in conjunction with any requirements imposed by the Contract Specifications and, to the extent the Contract Specifications impose requirements at variance with and/or more specific than the provisions of this Section, the Contract Specifications shall take precedence.

7.18 RULE 171 Tax Exemption

A. Sound Transit has determined that it is exempt from retail sales tax on all of the Work to be performed under the Contract pursuant to RCW 82.04.050(8) and WAC 458-20-171 ("Rule 171"). The tax exemption under RCW 82.04.050(8) and Rule 171 applies to any work under a contract for the construction of a mass transportation facility within a right of way owned by a municipal corporation like Sound Transit, which is all the Work described in the Contract Documents.

In the event that the Washington State Department of Revenue should determine that all or any portion of the Work does not qualify for exemption under RCW 82.04.050(8) and Rule 171 and if Sound Transit is otherwise obligated to pay sales/use tax on all or any portion of the Contract, the Contract and any subsequent invoices will be amended to add and separately state any applicable retail sales tax to the TCC (or any applicable component thereof). In the event Sound Transit appeals a Washington State Department of Revenue determination of tax liability, the Contractor shall fully cooperate with and assist Sound Transit in its appeal, including providing any necessary documentation or testimony.

B. Pursuant to Rule 171 Contractor will be considered the consumer of all materials, equipment and supplies, including prefabricated and pre-cast items, purchased, used or consumed by them in performing the Work; and Contractors should pay the applicable sales/use tax on all taxable items.
C. Notwithstanding Paragraph A above, no increase will be made to the amount to be paid by Sound Transit under the Contract because of any misunderstanding by, or lack of knowledge of, the Contractor as to liability for, or the amount of, any taxes for which the Contractor is solely liable or responsible for by law under the Contract.

D. If a Contractor has questions regarding the application of Rule 171, the Contractor should contact the Washington State Department of Revenue.

E. Federal Excise Taxes: Sound Transit is exempt from Federal excise taxes.

7.19 Liens Prohibited

The Contractor shall not permit any lien or claim to be filed or prosecuted against Sound Transit, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of the Contract. If any lien shall be filed, the Contractor shall satisfy, discharge and extinguish or cause such lien to be satisfied, discharged and extinguished immediately, including at Sound Transit’s option obtaining a court order extinguishing the lien, as a condition precedent to release of retainage and/or final payment.

7.20 Archaeological Finds

The Contractor shall comply fully with the requirements set forth in Chapter 27.53 RCW--Archaeological Sites and Resources. The Contractor shall immediately notify Sound Transit if any artifacts, skeletal remains, or other archaeological resources (as defined under RCW 27.53.040) are unearthed during excavation or otherwise discovered on the Site. If directed by the Resident Engineer, the Contractor shall immediately suspend any construction activity that would be in violation of Chapter 27.53 RCW. The suspension of Work shall remain in effect until any permission to proceed required to be obtained by Sound Transit from the State Historic Preservation Officer or private landowner, as applicable, has been obtained. In the event of any suspension of Work, Contractor shall work with Sound Transit to develop a work-around plan to minimize disruption to the Contractor's Work and Construction Schedule. Such suspension and/or work-around plan may allow the Contractor an adjustment in Contract Time or TCC (or any applicable component thereof), in accordance with Article 4, Changes and Change Order Process. Sound Transit shall have sole and exclusive title to any discovered articles.

7.21 Endangered Species

In the event that there is a discovery at, near, or on the Site of species listed as threatened or endangered under the federal or state endangered species acts that were not identified and discussed in any biological assessment provided by Sound Transit, Sound Transit will work with the Contractor to develop a work-around plan to mitigate the delay and disruption to the Contractor's Work. Compensation for the work-around plan will be made in accordance with the Contract Documents in accordance with Article 4, Changes and Change Order Process.

7.22 Hazardous Or Contaminated Substances

A. The Contractor shall conduct its Work to meet the requirements set forth in the Contract Documents and any applicable laws or regulations regarding Hazardous or Contaminated Substances encountered on the site or during performance of the Work, regardless of whether the presence of such materials was anticipated in the Contract Documents.

B. If the Contractor encounters suspected Unknown Hazardous or Contaminated Substances, the Contractor shall give immediate oral notice to Sound Transit and written notice in accordance with Section 4.11, Differing Site Conditions. The Contractor shall comply with the requirements contained in the Specifications regarding Unknown Hazardous or Contaminated Substances. If any materials prove, through investigation, to contain Hazardous or Contaminated Substances, Sound Transit may direct that the materials be
removed (1) by requiring the Contractor to perform the Work in accordance with all applicable laws and regulations, or (2) by making arrangements with third parties to do the Work, in which case the Contractor will be required to cooperate with any such third parties. Except as provided below, the Contractor will be entitled to an Equitable Adjustment for Extra Work performed under this provision. Such compensation will be made under the Provisional Item for Unknown Hazardous or Contaminated Substances. If a provisional item is not provided in the Contract, compensation and time adjustments will be made in accordance with Article 4, Changes and Change Order Process and Article 10, Delays and Claims.

C. Contractor's Operations. Throughout the performance of the Contract, the Contractor shall be responsible for preventing a release or the spread of Hazardous or Contaminated Substances as a result of the Contractor's operations.

1. Any Hazardous or Contaminated Substances generated by or used by the Contractor during the course of performance of the Work or otherwise resulting from the Contractor's Work shall be the sole responsibility of the Contractor. The Contractor shall be responsible for properly handling, storing, using, and disposing of any and all such Hazardous or Contaminated Substances in accordance with all applicable federal, state, and local laws, regulations, or permit requirements.

2. In the event of release of Hazardous or Contaminated Substances, the Contractor shall immediately notify Sound Transit and shall take all appropriate measures, consistent with protecting the health and safety of Contractor personnel, Sound Transit personnel, and the public, to stop the spread of any hazardous and/or contaminated substances.

3. The Contractor shall promptly clean up and dispose of materials containing Hazardous or Contaminated Substances resulting from the release to the satisfaction of Sound Transit and in accordance with the governing regulatory agencies and all applicable federal, state, and local laws, regulations, and permits. Sound Transit shall be responsible for the reporting of all reportable releases to federal, state, and local regulatory and emergency response agencies.

4. The cost of clean-up and disposal of hazardous or contaminated material that is negligently released by the Contractor during performance of the Work shall be borne by the Contractor.

5. The Contractor shall indemnify and hold Sound Transit harmless for any and all negligent releases of Hazardous or Contaminated Substances by the Contractor during the performance of the Contract.

D. Records of Remediation Activities. The Contractor shall keep separate cost records of its clean-up activities on sites where Hazardous or Contaminated Substances are found. Such records shall include invoices and back up documentation of costs for investigative, sampling, testing, transportation, destruction and monitoring activities related to the Hazardous or Contaminated Substances. The Contractor's records will also include all invoices and back up documentation for the excavation, hauling and disposal of Hazardous or Contaminated Substances and all other costs related to the Contractor's remediation of Hazardous or Contaminated Substances. The Contractor's remediation cost records shall be segregated by the parcel number of the site or identified by some other acceptable method for identifying the location of the contamination. The Contractor's system for maintaining cost records for its remediation activities shall be subject to Sound Transit's review and approval. The Contractor shall make its remediation cost records available to Sound Transit to review and copy at any time.
E. The provisions of this Section 7.22 are to be read in conjunction with any requirements imposed by the Contract Specifications and, to the extent the Contract Specifications impose requirements at variance with and/or more specific than the provisions of this Section, the Contract Specifications shall take precedence.

7.23 Responsibility For Pre-Existing Hazardous Or Contaminated Substances

A. The parties recognize that Sound Transit may assert that third parties rightfully bear the ultimate legal responsibility for any or all Hazardous or Contaminated Substances which may currently be present on the Site. The parties further recognize that certain state or federal statutes or regulations provide that individuals or firms may be held liable for damages or claims related to Hazardous or Contaminated Substances under such doctrines as joint and several liability and/or strict liability. The parties do not intend for the Contractor to be exposed to any such liability arising solely out of pre-existing Site contamination, whether known or unknown, except for any release or threatened release of a Hazardous or Contaminated Substance which was negligently disturbed, removed, or handled by the Contractor, its employees, agents, officers, or Subcontractors, or any other Persons for whom the Contractor may be contractually or legally responsible, in the handling of such Hazardous or Contaminated Substances regardless of the source, origin, or method of deposit of the Hazardous or Contaminated Substance.

B. Except for Hazardous or Contaminated Substances for which the Contractor is responsible as described in this Section and Section 7.22 without contradiction of any assertion by Sound Transit of third-party liability, and for purposes of the Contract only:

1. The Contractor shall not be required to execute any dangerous waste manifests as a "generator," and

2. Hazardous and Contaminated substances encountered in the performance of the Work shall be disposed of, if at all, utilizing an EPA Identification Number or other appropriate legal device obtained by, and carried in the name of, Sound Transit or a person designated by Sound Transit.

C. The obligations set forth in this Section shall not be construed to negate, abridge, or reduce other rights or obligations, which would otherwise exist in favor of a party indemnified thereunder.

D. Without limiting their generality, the indemnities set forth in this Section are intended to operate as agreements pursuant to Section 107(3) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9607(e).

7.24 Remediation Of Known And Unknown Hazardous Or Contaminated Substances

A. Environmental and hazardous/contaminated substance-related studies and investigations have been conducted for selected properties located within and adjacent to the Contract right-of-way. The Contractor shall review all reports generated as a result of these studies and investigations and be prepared to respond to all known Hazardous or Contaminated Substances, the presence of underground storage tanks, and other identified environmental concerns, all in accordance with the Contract Documents. Known Hazardous or Contaminated Substances and related concerns identified during the studies are shown in the Contract Documents and shall be remediated/mitigated as required in the Specifications. Unknown Hazardous or Contaminated Substances not identified in these previous studies, but discovered during construction, shall be addressed by Sound Transit and the Contractor in accordance with the Contract Documents.
B. Contractor Qualifications. The Contract requires the Contractor to comply with applicable laws and regulations regarding the presence of known or unknown Hazardous or Contaminated Substances encountered on the Site or during performance of the Work. This obligation shall require Contractor to conduct appropriate site clean-up activities, in compliance with the Contract Documents. Sound Transit reserves the right to request and review the qualifications of proposed personnel, Subcontractor(s), equipment or facilities to be used in the performance of this work and to approve or reject them.

7.25 Use Of Explosives

A. The use of explosives shall require the written approval of the Resident Engineer. Such approval will be granted only after the Contractor has satisfied the Resident Engineer on the safety of the Contractor's proposed operation, protection of the public, and compliance with applicable laws and regulations.

B. All explosives shall be stored in a secure manner, in compliance with all laws and ordinances.

C. The Contractor shall notify each public utility and property owner having structures near the site of the Work of the Contractor's intention to use explosives, sufficiently in advance to enable them to take such steps as they deem necessary to protect their property from injury. Such notice will not relieve the Contractor of responsibility for any damage resulting from the Contractor's blasting operations.

7.26 Payment And Performance Bonds

A. Within ten (10) days of the Notice of Award of the GC/CM Construction Contract to the Contractor, the Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, each in the amount of 100 percent of the TCC (plus any increases thereto) in a form acceptable to Sound Transit and in compliance with RCW 39.08. These bonds shall serve as security for the faithful performance of the Work and as security for the faithful payment and satisfaction of the persons furnishing materials and performing labor on the Work. These bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of Washington. The scope of these bonds prescribed in these Contract Documents shall in no way affect or alter the liabilities of the Contractor to Sound Transit as set forth herein.

B. Subcontractor Bonding. For subcontract bid packages with a bid estimate over $300,000, the Contractor must require a bid bond in the amount of 5% of the amount bid from Subcontractors who bid. The Contractor must require an acceptable Performance and Payment Bonds from all Subcontractors that are awarded a contract over $300,000, in the amount of the subcontract. The Contractor may, at its discretion, require a Performance and Payment Bonds from any other Subcontractor, provided that such requirement is set forth in the subcontract bid documents. All costs of subcontractor bonding are included in the negotiated MACC.

7.27 Contractor Acquisition And/Or Merger

If the Contractor executing this Agreement ceases to exist as an independent business entity by means of acquisition by and/or merger with a successor or otherwise, the Contractor shall notify Sound Transit in writing not less than thirty (30) Days prior to the effective date of the circumstance causing the cessation of the independent business status. Sound Transit reserves the right to take steps to ensure it has contractual privity with the successor. The Contractor shall
cooperate with this effort by agreeing to an assignment, a novation, or other document required to transfer the rights and responsibilities of the Contractor to the successor.

7.28 CPARB Reporting

A. The Contractor shall provide Sound Transit any project information required to be submitted by the Contractor in accordance with the provisions of chapter 39.10 RCW and the requirements of the Capital Projects Advisory Review Board (CPARB).

B. The Contractor shall complete a CPARB GC/CM Team Survey at Project Completion.

C. The Contractor shall require Subcontractors to complete any applicable CPARB reporting requirements including a Subcontract Survey at Project Completion.

ARTICLE 8 INSURANCE

8.01 OWNER CONTROLLED INSURANCE PROGRAM

A. Introduction

1. Sound Transit has implemented an Owner Controlled Insurance Program (OCIP) to furnish certain insurance coverage as defined herein for Work performed for the University Link Light Rail Project (U-Link). Sound Transit shall bear the cost of premiums for the OCIP, and Sound Transit will receive and pay, as the case may be, all adjustments in such costs, whether by way of dividends, audits, or otherwise.

2. The OCIP provides primary insurance coverage for Sound Transit and its Contractors and Subcontractors of all tiers who have met the OCIP enrollment requirements. Coverage under the OCIP will apply only to Work performed at the Sound Transit University Link Light Rail Project Site.

3. The OCIP Manual is hereby incorporated as a part of the Contract. The OCIP Manual provides specific information on the OCIP coverages, enrollment, Contractor’s responsibilities, incident reporting, and claims procedures, please see the Owner Controlled Insurance Program University Link Light Rail Project (U-Link) Insurance Manual (the “OCIP Manual”), which is a part of the contract documents.

4. For purposes of the OCIP and this Article 8 only, all defined terms shall be as defined herein in Section 1.01 (Definitions) and as defined in the OCIP Manual. In the event of any conflict between a definition contained in Section 1.01 and the OCIP Manual, the definition in the OCIP Manual shall govern. In the event of any conflict between this Article 8 and the OCIP Manual on any OCIP administrative matter, the OCIP Manual shall prevail.

B. Excluded Parties

The OCIP does not cover:

1. Contract haulers or truckers (or others merely making deliveries to, or pickup from, the project site); Vendors, suppliers (who do not perform or subcontract installation), material dealers, manufacturing representatives, equipment rental companies who perform equipment maintenance (does not apply to those who provide operators); Architects, surveyors, engineers and their consultants; Asbestos abatement or other hazardous materials remediation contractors; Contractors whose sole scope of work includes Exterior Insulation Finish System (EIFS); Contractors whose sole scope of
work includes blasting and / or demolition; guard services, janitorial services, or food services. Sound Transit, at its discretion, may exclude others from the OCIP.

2. Contractor’s regularly established workplace, plant, factory, office, shop, warehouse, permanent yards, or other off-site locations of Contractors or Subcontractors, even if such locations are for fabrication of materials to be used at the Project Site.

C. Deductibles and Self-Insured Retentions

For each claim, occurrence, or event of any kind that requires the payment of a deductible or self-insured retention under any OCIP policies, Contractor shall be responsible for payment of the first one hundred thousand dollars ($100,000) of each such deductible or self-insured retention on all General Liability claims, and of the first two hundred and fifty thousand dollars ($250,000) of each such deductible or self-insured retention on all Contractors Pollution Liability and Builders Risk claims. Subject to the limits listed in this paragraph for each claim, occurrence, or event of any kind that requires the payment of a deductible or self-insured retention under any of the OCIP policies, there shall be no aggregate limit to the Contractor’s total responsibility for payment of deductibles and self-insured retentions in the event there are multiple claims, occurrences, or events of any kind that require the payment of a deductible or self-insured retention under any of the OCIP policies.

D. Sound Transit Furnished OCIP Insurance

The OCIP Manual provides the description of the OCIP coverages furnished by Sound Transit, including the parties covered by the OCIP, parties not covered by the OCIP, deductibles and self-insured retentions.

E. Contractor Furnished Insurance

Except as otherwise specified, all Contractors and Subcontractors will maintain, at their own expense, minimum insurance coverage on policy forms with limits and Insurers acceptable to Sound Transit. Minimum insurance coverage and limits are described in the OCIP Manual. All Contractors and Subcontractors will maintain the following coverages:

1. Commercial General Liability Insurance for non-OCIP exposures
2. Washington Stop-Gap Employer’s Liability
3. Commercial Automobile Liability Insurance
4. Worker’s Compensation
   a. Contractors and Subcontractors will secure their liability for industrial injuries to their employees in accordance with the provisions of Title 51 of the Revised Code of Washington.
   b. If any Contractor or Subcontractor is a qualified self-insurer under Chapter 51.14 of the Revised Code of Washington, it will certify that to Sound Transit by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.
   c. Washington Stop-Gap Employers Liability coverage will be endorsed to the CGL policy.
   d. Such other insurance as the Contractor or Subcontractor may carry with respect to its normal business operations is at its own expense and risk.
F. Certificates and Policies

1. Sound Transit will provide Enrolled Contractors and Subcontractors with appropriate Certificates of Insurance evidencing the insurance coverage described in the OCIP. Copies of the insurance policies are available to Enrolled Contractors upon written request to the OCIP Administrator and the Sound Transit Risk Management Division, submitted through the project Resident Engineer.

2. Prior to commencement of Work on any Sound Transit Construction Project Sites, the Contractors and Subcontractors will provide Sound Transit with Certificates of Insurance evidencing insurance coverage in compliance with the foregoing Paragraph E and the OCIP Manual. All insurance coverage described above shall be written by insurance companies meeting Sound Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher), which are approved by the Washington State Insurance Commissioner pursuant to Title 48 RCW and are licensed to do business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker). Such Certificates shall reference the Sound Transit Contract number and Sound Transit Contract title.

3. Contractors and Subcontractors will provide thirty (30) Days advance written notice to Sound Transit in the event Contractor's or Subcontractor's insurance policies are cancelled, non-renewed, or materially reduced in coverage. Sound Transit may prevent any party from entering the Project Site until the Certificates are on file irrespective of whether a Notice to Proceed has been issued.

4. Certificates must conform to the following requirements:
   a. An ACORD certificate Form 25, or equivalent, showing the insuring company, policy effective dates, declarations page with limits of liability and the Schedule of Forms and endorsements.
   b. Copies of the endorsements or policy provisions: (a) naming Sound Transit and any other required entities as Additional Insured(s) and stating that coverage is primary and noncontributing with respect to non-OCIP exposures, showing the policy number, and signed by an authorized representative of the insurance company on ISO Forms CG 20 10 and CG 20 37, or equivalent, or (b) the blanket additional insured policy provision or endorsement, including on-going operations and completed operations; and (c) waiving subrogation in favor of Sound Transit, its respective officers, agents, and/or employees, any other Contractor and Subcontractor performing work at the site, and any additional entities designated by Sound Transit must be provided.
   c. The Certificate(s) shall not contain the following or similar wording regarding cancellation notification to Sound Transit: “Failure to mail such Notice shall impose no obligation or liability of any kind upon the company”.
   d. The Certificate(s) shall not contain the phrase "endeavor to", or any substantially similar phrase, regarding issuance of written Notice of cancellation of the policies prior to their inception date.
   e. At Sound Transit’s discretion, and within ten (10) Business Days of its written request, the Contractor shall deliver to Sound Transit certified copies of all policies of insurance and receipts for payment of premium thereon.
G. Required Waivers and Additional Insured Language

1. Waiver of Subrogation: Contractors’ General Liability, Automobile Liability, Umbrella/Excess Liability and Property (if applicable) insurers shall provide Waivers of Subrogation in favor of Sound Transit, its respective officers, agents and/or employees, any other Contractor and Subcontractor performing work at the site, and any additional entities designated by Sound Transit.

2. Additional Insured: Contractors’ General Liability, Automobile Liability, Umbrella/Excess Liability, and Watercraft and Aircraft (if applicable) policies shall name Sound Transit, its officers, elected officials, employees, agents, and representatives, and any additional entities designated by Sound Transit as Additional Insureds, and such coverage shall be primary and non-contributing.

H. Contractors’ and Subcontractors’ Responsibilities

Contractors and Subcontractors shall comply with the requirements of the OCIP Manual, Section 6, with regard to the administration and operation of the OCIP, including, but not limited to, the following:

1. Contractor and all Subcontractors are required to cooperate with Sound Transit, and its authorized representatives, with respect to administration and operation of the OCIP.

2. Contractor and all Subcontractors shall complete all OCIP required forms within the time frames provided by the OCIP Manual.

3. Contractor and all Subcontractors shall exclude its total cost of insurance for the coverage provided under the OCIP from all costs for Changed Work.

4. Contractor and all Subcontractors shall provide to Sound Transit necessary contract, operations, and insurance information as required by the OCIP Manual.

5. Contractor shall promptly reimburse, and shall cause its subcontractors to promptly reimburse as appropriate, OCIP Builders Risk, Contractors Pollution Liability, and General Liability deductibles and self-insured retentions (if any).

6. Contractor and all Subcontractors shall include this OCIP Article in all Subcontracts.

7. Contractor and all Subcontractors shall comply with applicable safety, loss control and claims reporting procedures.

8. Contractor shall maintain the OSHA 300 Log and provide a copy to Sound Transit on a monthly basis.

9. Contractor shall not commence Work on the Project Site and shall not allow Subcontractors to commence Work on the Project Site until:
   a. Eligible Contractor and Subcontractors - Comply with enrollment requirements as outlined in the OCIP Manual and receives a Certificate of Insurance issued by the OCIP Administrator confirming successful enrollment.
   b. Excluded Parties - Provides a Certificate of Insurance reflecting full compliance with all Project insurance requirements described herein and in the OCIP Manual.

10. Contractor and all Subcontractors shall immediately report: (a) incidents involving injuries to any persons including third parties; or (b) damage or destruction to the work, real or personal property including property of third-parties.
11. Contractor and all Subcontractors shall not violate or knowingly permit violation of any conditions of the policies of insurance, and shall at all times satisfy the requirements of the insurance companies issuing them.

12. Contractor and all Subcontractors shall agree to bind affirmatively each of their respective Subcontractors to the insurance, indemnity, and hold harmless provisions of the Contract, including the provisions of the OCIP.

13. Contractor and all Subcontractors shall notify Sound Transit in advance, during the course of design or construction, of their intent to award any Subcontract. It is Sound Transit's intent to enroll all Subcontractors, other than those expressly excluded herein, into the OCIP.

I. Termination or Modification of the OCIP and Modification of the Contract

While it is Sound Transit's current intent to maintain the OCIP throughout the term of the Project, Sound Transit reserves the right to terminate or modify the OCIP. Sound Transit will provide sixty (60) Days advance written notice to the enrolled Contractors and Subcontractors. Contractor and Subcontractors will immediately notify their Subcontractors and obtain replacement insurance coverage as required by Sound Transit. The actual, auditable cost of such approved replacement insurance will be reimbursed by Sound Transit. Contractor and Subcontractors will provide written evidence of such replacement insurance to Sound Transit prior to the actual termination date of the OCIP. Sound Transit further reserves the right to modify any provision of the Contract as necessary to conform to the coverage, terms, scope, limitations, or other provisions of the OCIP.

J. Miscellaneous Provisions and Requirements

1. Sound Transit will receive and/or pay, as the case may be, all adjustments in OCIP insurance costs, whether by way of dividends, audits, or otherwise.

2. Contractor and Subcontractors have both the right and affirmative obligation to notify the OCIP Administrator, through the project Resident Engineer, of any insurance deficiencies or omissions and request correction of the same. Any description of insurance policy coverage, terms, and conditions contained in the Contract Documents is not a binding interpretation of the actual insurance policies. In the event of any conflicts regarding OCIP coverage or terms between the Contract Documents and the actual OCIP insurance policies, the OCIP insurance policies will prevail. The coverage provided by the OCIP for enrolled Contractor and Subcontractors performing work at the Sound Transit Project Sites shall be primary to any insurance maintained by enrolled Contractor and Subcontractors whose policies shall be excess and non-contributing.

K. Liabilities and Obligations

Except as expressly provided elsewhere in the Contract Documents, the OCIP provided by Sound Transit is not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Sound Transit's Contractor and Subcontractors under their Contracts or imposed by applicable laws or regulations.
ARTICLE 9 PAYMENT; TOTAL CONTRACT COST; SUBCONTRACT BUYOUT PROCEDURES

9.01 Compliance Prerequisite To Payment

A. Sound Transit shall pay the Contractor for the Work in accordance with the Schedule of Values as described in Section 9.02, Schedule of Values. Payment to the Contractor shall be based upon approval of the payment request by Sound Transit and the Work performed in conformance with the Contract. Sound Transit will not approve payments for portions of the Work not performed in full compliance with provisions of the Contract, and applicable laws, ordinances, resolutions, regulations, permits and/or easements, and may withhold such payments to the Contractor in accordance with Section 9.06, Withholding Payments.

B. The Contractor shall be responsible, and have no claim whatsoever against Sound Transit, for all costs and effects of delays resulting or arising from suspension and/or Stop Work orders issued by Sound Transit and/or any governmental authority as a result of incidents of non-compliance with the Contract or any laws, ordinances, or regulations by the Contractor and/or its Subcontractors and Suppliers.

9.02 Schedule Of Values

The Contractor shall submit to Sound Transit a Schedule of Values for every component of the TCC, in accordance with the Contract Documents and as agreed to during the negotiation of the MACC. The Contractor warrants that such values are accurate representations and allocations of the value of each activity on which Sound Transit may rely. Failure to maintain an acceptable Schedule of Values will delay the processing of progress payments.

9.03 Progress Payments

A. General

By the 5th day of each month, the Contractor shall submit to Sound Transit a progress payment request filled out and signed by the Contractor covering acceptable Work performed and materials received during the previous payment period, or since the last progress payment estimate was submitted. Payment periods shall end on the last day of each month. Each progress payment estimate shall be provided with (1) the Contractor's statement regarding payment of prevailing wages as specified in the Labor Compliance Manual; (2) cash flow projections and reports as specified in the Specifications; (3) a completed Affidavit of Amounts Paid to all businesses participating on the Contract and additional information related to the Contractor's commitment to Small Businesses and DBEs, changes to such commitments, and such other information as may be reasonably requested by Sound Transit, on forms acceptable to or provided by Sound Transit; (4) a Pre-Apprentice Training Program Fund Contribution Report; and (5) a Monthly EEO/Apprentice Utilization Report. If requested by Sound Transit, the Contractor shall provide such additional data as may be reasonably required to support the payment for materials and labor, including payments to Subcontractors and Suppliers. The term "materials", as used herein, shall be considered to include those items which are fabricated and manufactured material and equipment. Only those materials for which the Contractor can transfer clear title to Sound Transit will be qualified for progress payment, except as specifically provided below.

B. Progress Payment Requests

The first progress payment request shall include (1) the value of the Work performed, including Specified General Conditions work, (2) the cost (as determined below) of
materials delivered but not yet incorporated in the Work, and (3) an amount of the Fixed GC/CM Fee that is proportionate to the percentage of the MACC and Fixed Amount for Specified General Conditions Work being requested, all of which shall have been incurred since the effective date of Notice to Proceed. Every subsequent progress payment request, except the final payment request, shall include (1) the value of the Work performed, including Specified General Conditions work, (2) the cost (as determined below) of materials delivered but not yet incorporated in the Work, and (3) an amount of the Fixed GC/CM Fee that is proportionate to the percentage of the MACC and Fixed Amount for Specified General Conditions Work being requested, all of which shall have been incurred since the last progress payment request was submitted less the value of materials installed for which previous payment had been made by Sound Transit.

C. Progress Payment for Materials Purchased and Delivered but not Installed

To receive progress payment for materials purchased and delivered but not yet incorporated into the Work, the Contractor shall submit a list with certified invoices of such materials to Sound Transit for approval together with the Contractor’s progress payment request. The required documents to support the Contractor’s progress payment request for materials purchased and delivered but not installed will be determined by the storage location of the delivered materials: (1) materials delivered to and stored on the Site and (2) materials delivered to and stored in a location not on the Site.

1. For materials delivered to and stored on the Site, the Contractor’s claimed purchase price shall be supported by (i) certified invoices of Subcontractors or Suppliers (ii) together with proof of payment of such invoices (in the form of cancelled checks or acknowledgment by such Subcontractors or Suppliers of receipt of payment in full for such invoices).

2. For materials delivered to and stored in a secure location (protected from loss and weather damage) other than the Site, the Contractor’s claimed purchase shall be supported by (i) certified invoices of Subcontractors or Suppliers (ii) together with proof of payment of such invoices (in the form of cancelled checks or acknowledgment by such Subcontractors or Suppliers of receipt of payment in full for such invoices), (iii) together with proof that the materials have been delivered to and accepted by the Contractor and are in its possession and control.

   a. As a condition precedent to making such progress payment, Sound Transit shall require that the Contractor, at its expense:

      (1) furnish Sound Transit with an irrevocable letter of credit with terms acceptable to Sound Transit or other security acceptable to Sound Transit. The issuer of the Letter of Credit, if provided, shall be a national bank acceptable to Sound Transit. The amount of the Letter of Credit shall be equal to the amount of the progress payment. Sound Transit shall be entitled to draw on the Letter of Credit in one or more draws in any of the following circumstances: (a) the Contractor fails to deliver the materials to the Project Site when required; (b) the Contractor, Subcontractor, Supplier or Fabricator, at whose location the material is stored, becomes insolvent, or becomes the subject of a voluntary petition for relief in bankruptcy or other insolvency proceeding (or an involuntary bankruptcy or insolvency proceeding is commenced against the Contractor and not dismissed within thirty (30) Days; or (c) Sound Transit receives
notice from the issuer that the Letter of Credit will not be automatically renewed or extended; or

(2) subject to Sound Transit’s consent, provide Sound Transit with a first and only priority perfected security interest (“Security Interest”) in the materials covered by the payment request, pursuant to a written security agreement in form and substance acceptable to Sound Transit. Such security agreement shall be supported by Uniform Commercial Code ("UCC") financing statements describing the subject materials, UCC searches and other terms and conditions acceptable to Sound Transit in its discretion. Sound Transit may require the Contractor to physically segregate materials from other inventory of the Contractor. The Contractor shall plainly, distinctly, and conspicuously place or cause to be placed upon such other places as may reasonably be designated by Sound Transit from time to time a mark, label, or other identification bearing words that indicate Sound Transit’s interest in the material.

b. The amount of the progress payment for materials delivered but not installed shall be applied as a reduction to progress payment requests with respect to such materials when submitted pursuant to the requirements of paragraph B above.

c. Contractor’s progress of Work shall not include materials delivered and not installed. Progress shall be determined solely on an estimate of the Work completed. Payment for materials purchased and delivered but not installed shall be at the sole discretion of Sound Transit.

D. Progress Payment Based on Unit Prices

If the TCC (or any component thereof) for the Contract included unit price items, then progress payments for such items will be based on the actual quantities performed or provided under such unit price items. For Work performed or provided under such unit price items, the Contractor shall not be entitled to any payment beyond those unit prices, except as may be provided elsewhere herein.

E. Progress Payment for Subcontracted Work

In its payment requests, the Contractor shall include payments for Subcontractors whose work was satisfactorily performed and part of the completed Work covered by the payment request. The Contractor shall not request payment from Sound Transit of amounts for Subcontractors until the Contractor has determined that the Subcontractors are entitled to the payment of such amounts for Work satisfactorily completed.

F. Review of Payment Request

Within ten (10) Days, or as directed by the Resident Engineer, after receipt of the progress payment request and the required documentation, Sound Transit will review the request and either indicate approval in writing or indicate in writing to the Contractor specific reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount. Sound Transit will, within thirty (30) Days of acceptance of the Contractor’s properly completed invoice or receipt of the goods or services, whichever is later, pay the Contractor a progress payment on the basis of the approved progress payment request. The payments will take into account the retainage provisions provided for herein.
G. In the event Sound Transit does not concur with the request, the Contractor may make the changes necessary to obtain Sound Transit’s concurrence and resubmit the progress payment request. Sound Transit will, within thirty (30) Days of acceptance of the Contractor’s properly completed payment request, or receipt of the goods or services, whichever is later, and after the Contractor satisfactorily completes the remedial actions identified in Sound Transit’s rejection of the payment request, pay the Contractor a progress payment on the basis of the approved progress payment request.

H. The Contractor shall receive a payment from Sound Transit no more than once per calendar month unless otherwise approved by Sound Transit, at its sole discretion.

9.04 Retainage

A. Pursuant to RCW 60.28.011, Sound Transit will retain 5 percent of all progress payments, excluding retail sales tax, as a trust fund for the protection and payment of any person or persons, mechanic, Subcontractor, or material provider who performs labor upon the Contract or Work hereunder, and all persons who shall supply such person or persons or Subcontractors with provisions and supplies for carrying on such Work, and the State with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due from the Contractor. Such funds (“retainage”) shall be deemed as public funds under RCW 39.58. In the event that during the performance of the Contract and prior to the expiration of the claim period as provided in RCW 60.28.011, the amount retained is reduced to an amount below 5 percent, then Sound Transit may retain additional sums from monies earned by the Contractor so as to maintain at all times a 5 percent retained trust fund, unless otherwise reduced or excused by provisions of Chapter 60.28 RCW.

B. Monies reserved under provisions of Chapter 60.28 RCW shall, at the option of the Contractor, be:
   1. Retained in a fund by Sound Transit with no interest paid thereon to the Contractor; or
   2. Deposited by Sound Transit in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after Final Acceptance of all Work, or a portion thereof, as may be approved by Sound Transit; or
   3. Placed by Sound Transit in escrow in a bank or trust company. When the monies reserved are to be placed in escrow, Sound Transit will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by Sound Transit, and the bonds and securities held in escrow.

C. The Contractor shall designate the option desired on a form provided by Sound Transit. The Contractor in choosing option 2 or 3 agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges, or both, and further agrees to assume all risks in connection with the investment of the retained monies.

D. In accordance with RCW 60.28.011(5), the Contractor may withhold payment of not more than 5 percent from the monies earned by any Subcontractor or Supplier contracted with by the Contractor to provide labor, materials, or equipment to the Project. The Contractor shall pay interest to the Subcontractors and Suppliers as required in RCW 60.28.011(5). The Contractor shall inform Subcontractors and Suppliers of their right to receive these interest payments.

E. Sound Transit makes no warranties as to the amount of interest to be paid on any investments. Upon final payment, the Contractor shall be entitled to all retention and
accumulated interest, less monies due to Sound Transit, and claims Sound Transit is required to pay under Chapter 60.28 RCW.

9.05 Release Of Retainage

A. The retainage will be held and applied by Sound Transit as a trust fund as required by Chapter 60.28 RCW. Except as provided in paragraph C below, payment or release of retainage will be made in ordinary course of business sixty (60) Days following Final Acceptance of the Work, provided the following conditions are met:

1. Certificates approved by the Washington State Department of Labor and Industries, Washington State Employment Security Department, Washington State Department of Revenue, and all other departments and agencies having jurisdiction over the activities of the Contractor have been provided to Sound Transit.

2. "Affidavits of Wages Paid" for the Contractor and each Subcontractor of every tier approved by the Industrial Statistician of the Washington State Department of Labor and Industries have been provided to Sound Transit.

3. No claims or notices of lien, as provided by law, have been filed against the retention and/or any such asserted liens have been waived or satisfied, discharged, and extinguished as required by the Contract.

4. Sound Transit has no outstanding claims under the Contract.

B. If any taxes have not been discharged or any claims, expenses, and fees have not been paid, Sound Transit shall either retain in its fund, or in an interest bearing account, or retain in escrow, at the option of the Contractor, an amount equal to such unpaid taxes and unpaid claims together with a sum sufficient to defray the costs and attorney fees incurred in foreclosing the lien of such claims, and shall pay, or release from escrow, the remainder to the Contractor.

C. If, under Section 9.07, the Contractor has released and paid withheld monies to a Subcontractor or requests a release of all or a portion of retainage for Subcontractor work, the following provisions shall apply.

1. Sound Transit may in its discretion, in furtherance of 49 CFR § 26.29, RCW 60.28.011(11), or otherwise, decline to withhold retainage from the Contractor and prohibit Contractor from withholding retainage from Subcontractors and/or require a contract clause obligating Contractor to make prompt and full payment of any retainage paid by Sound Transit to Contractor to the Subcontractor within thirty (30) Days of Sound Transit's payment to the Contractor. The Contractor may request release of a portion of the retainage withheld by Sound Transit equal to the amount the Contractor released and paid or to be released and paid to the Subcontractor under Section 9.07. Sound Transit will release a portion or all of such retainage following submittal to the Resident Engineer of a proper and complete Declaration of Completion of Subcontractor’s Work and Release of Withheld Amount (Declaration), including the acknowledgement by the Subcontractor of the Declaration to be provided by Sound Transit.

2. The Resident Engineer will review the Declaration and any accompanying documentation and may review the work completed by the Subcontractor identified on the Declaration. Review of the Subcontractor’s work by Sound Transit shall not relieve the Contractor of its responsibility and liability to ensure all Work under the Contract is performed in accordance with the requirements set forth in the Contract and will not trigger commencement of Section 3.12, Warranty of Work.
3. If the Resident Engineer does not concur with the assurances contained in the Declaration, the Resident Engineer shall notify the Contractor in writing, provide the reasons for that conclusion and identify the remedial actions that the Contractor must take to gain the concurrence of the Resident Engineer. Sound Transit shall not release any portion of the retainage until the Resident Engineer gives his or her concurrence with the assurances contained in the Declaration.

4. If the Resident Engineer concurs with the assurance contained in the Declaration, the Resident Engineer shall notify the Contractor in writing and submit documentation for Sound Transit to release the applicable portion of the retainage. Sound Transit will release such portion of the retainage within thirty (30) Days from the date of the written notice from the Resident Engineer to the Contractor.

5. Release to the Contractor of any portion of the retainage shall not relieve the Contractor of its responsibilities and liabilities for liens and claims duly filed and prosecuted under applicable Washington State law. In consideration of Sound Transit releasing any portion of the retainage on account of satisfactory completion of work by one or more Subcontractors, the Contractor shall defend, indemnify and hold harmless Sound Transit from all responsibilities and liabilities related to such liens and claims and Contractor acknowledges the failure to make timely payment to the Subcontractor may result in sanctions pursuant to the Diversity Program requirements and other legal consequences.

9.06 Withholding Payments

A. The Contractor shall only be paid monies earned by fulfilling its responsibilities under the Contract, less the 5 percent retainage required by 60.28.011 RCW. Monies shall not be considered earned if any of the following conditions applies:

1. The Work for which the Contractor is claiming payment was not performed in accordance with the Contract;

2. The Contractor's pay request does not contain all the required documentation or is otherwise not in conformance with the requirements of the Contract;

3. There is a good faith dispute over all or a portion of the amount due, in accordance with 39.04.250 RCW;

4. Failure of the Contractor to make payments owed to Subcontractors, or for labor, materials, or equipment;

5. Failure of Contractor to submit Construction Schedule(s), Schedule(s) of Value or updated any schedules as required by the Contract;

6. Failure to prosecute progress of the Work in a timely manner and/or failure to take necessary steps to regain time or deliver the Work in the prescribed Contract Time;

7. Failure to comply with Contract safety requirements;

8. Imposition of any liquidated damages under the Contract;

9. Defective Work or Nonconforming Work;

10. Failure to comply with Governmental Requirements; and/or

11. Third party claims filed or reasonable evidence that third party claims will be filed.

B. In the event Sound Transit withholds all or a part of a payment for deficiencies in either performance, or in a payment request, Sound Transit will notify the Contractor in
accordance with RCW 39.76. The Contractor shall have the right to correct all deficiencies that are the basis for the withholding and resubmit the pay request at any time for reconsideration.

C. In the event Sound Transit withholds all or part of a payment because of a dispute, the Contractor may receive the payment by resolving the dispute, or by agreeing to accept the payment tendered by Sound Transit as full and final resolution as between Sound Transit and the Contractor to all claims arising from the dispute.

9.07 Prompt Payment To Subcontractors And Release Of Amounts Withheld From Subcontractors

A. When the Contractor receives a payment under the Contract, the Contractor shall comply with the following provisions:

1. The Contractor shall pay to each Subcontractor not later than five (5) Days after the receipt of the payment, amounts paid to the Contractor on account of the work performed by the Subcontractor in accordance with the provisions of RCW 39.04.250, unless payment is otherwise excused under the provisions of RCW 39.04.250.

2. If the Contractor fails or neglects to make such payment within five (5) Days, the Contractor shall pay to the Subcontractor interest computed at 1 percent per month on amounts due for the period beginning on the day after the required payment date and ending on the day on which payment of the amount due is made.

3. The Contractor shall include in each of its Subcontracts a provision setting forth the payment and interest penalty clause set forth in this Section 9.07. In addition, the Contractor shall require its Subcontractors to include such clauses in their Subcontracts with each lower tier Subcontractor or Supplier. The time limit for payment under all Subcontracts below the first tier shall be five (5) Business Days.

4. The payment and interest clauses in this Section 9.07 shall not be construed to impair the right of the Contractor or a Subcontractor at any tier to negotiate and include in their Subcontracts provisions related to retainage of a specified percentage or withholding of part or all of progress payments without incurring any obligation to pay a late payment interest penalty thereon in accordance with the Subcontract agreement.

B. If the Contractor withholds any portion of payments to a Subcontractor during performance of the Subcontractor’s work, whether under Washington State law or otherwise, the Contractor shall comply with the provisions in this paragraph B to release such withheld monies following satisfactory completion of the Subcontractor’s work.

1. The Contractor shall monitor the work of each Subcontractor to ensure such work is consistent with the terms of the Subcontract between the Contractor and Subcontractor.

2. The Contractor shall determine that a Subcontractor’s work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required in the subcontract and the Contract between Sound Transit and the Contractor. Upon making such determination, the Contractor shall provide a written notice of such determination to the Subcontractor and submit a copy of the notice to the Resident Engineer.

3. As required by 49 CFR § 26.29, and as allowed by RCW 60.28.011(11), Contractor shall implement regular and incremental acceptances of portions of the Work as completed by Subcontractors covered by said regulation and within thirty (30) Days
from and after the date of its determination that a Subcontractor’s work is satisfactorily completed in whole or part, shall release and make full payment of all monies withheld from progress payments to the Subcontractor during performance of all or any incremental part of the Subcontractor’s work.

9.08 Final Payment

A. Sound Transit will make Final Payment, excluding held retainage, to the Contractor following Final Acceptance of Work, including receipt of releases from owners of property affected by the Contractor’s performance under the Contract, and submittal of a final Affidavit of Amounts Paid to All Businesses participating under the Contract. Final Payment shall include the entire sum found to be due hereunder after deducting therefrom such amounts as the terms of the Contract permit. Prior estimates and payments, including those relating to Extra Work or work omitted, shall be subject to correction by the Final Payment. Final Payment will be made only for materials actually incorporated in the Work; and, all materials remaining for which progress payments have been made shall revert to the Contractor, unless otherwise agreed, and progress payments made for these items shall be deducted from the Final Payment for the Work.

B. By accepting Final Payment, the Contractor shall be deemed thereby to have released Sound Transit from all claims of Contractor and all liability to the Contractor for things done or furnished in connection with the Work and for every act and neglect of Sound Transit and others relating to or arising out of the Work, other than timely written Claims that were properly submitted prior to Final Payment and in strict compliance with the requirements of the Contract. Final Payment by Sound Transit shall not release the Contractor or its surety from any obligation under the Contract or under the Performance and Labor and Material Payment Bonds, which obligations shall continue through the Warranty of Work, Section 3.12, and thereafter to the fullest extent permitted by law.

9.09 Payment On Time And Material Basis

A. Direct Labor

1. For all labor, foreman and below, engaged in the specific operation, the Contractor shall receive:
   a. the applicable prevailing wages paid on the Contract for each hour that labor is actually engaged in changed work,
   b. the cost of the payroll taxes and unemployment compensation premiums, and
   c. the cost of any health, welfare, pension, or collective bargaining agreement benefits paid, including Worker’s Compensation.

2. Overtime will be allowed with prior authorization by Sound Transit.

B. Materials

For all materials and prices approved by Sound Transit used in the Changed Work, the Contractor shall receive the cost of material, including freight charges and Washington State Sales Tax (if applicable), as shown by the receipted bills for materials and freight.

C. Equipment

1. Total rental costs for an item shall not exceed its fair market value.

2. For all construction and automotive equipment required in the performance of the change, payment for the use and operation of equipment (owned, leased or rented on a
monthly basis by the Contractor) shall be made by Sound Transit under the provisions of this Section. Such charge shall not include any item of equipment or tool with a new cost of less than $500.

3. For Work being performed pursuant to these time and material provisions, reimbursement shall fall into one of two types of equipment ownership (Owned and Rental) and two categories of usage: operated equipment and standby equipment.

   a. Owned Equipment is defined to include that equipment owned by or under a lease/purchase or lease/option to purchase agreement with the Contractor, a constituent member of the Contractor, or an entity owned and/or controlled by the Contractor or one of its constituent members.

   b. Rented Equipment is defined to include equipment that is on a short-term rental, long term rental, or lease. Equipment that is on a lease/purchase or lease/option to purchase agreement will be considered as Owned Equipment. If Owned Equipment is not available and Rented Equipment necessary to perform the changed Work is obtained from an outside source, payment for the "ownership" aspect of the cost will be made as stipulated below. In addition, if the rental rate does not include an "operation" component, the Contractor shall be reimbursed for the estimated hourly operating costs as provided below. The Contractor shall be responsible for monitoring the use of such rental equipment to obtain the overall best rates for its utilization. The Contractor shall use its best efforts to minimize the overall cost of such rentals to Sound Transit.

4. Cost Computations for Owned Equipment:

   a. The basis for cost computations for operated Owned Equipment in the performance of the changed Work herein, shall be as stated in the Cost Reference Guide for Construction Equipment (CRG) by Primedia Information, Inc. or its successor. The CRG version that shall be used will be that which is in effect at the time of performance of the Work. The equipment costs shall be calculated as follows:

      (1) Charges to Sound Transit for the "ownership" component of the equipment shall be computed and charged to yield the hourly rate based on the sum of depreciation, cost of facilities capital, and overhead components of the CRG for said equipment.

      (2) After eight (8) hours of equipment use in a twenty-four (24) hour period, and after forty (40) hours of equipment use in a week, the equipment "ownership" rate shall be 50 percent of the rate established in paragraph (1) above.

      (3) The costs of fuel, lubricants, tires and other expendables, repairs, parts, service, maintenance, and overhaul (the operating cost) shall be charged at the sum of the Total Operating Cost/Hour plus the Overhaul Costs/Hour (which shall collectively be referred to hereafter as the "Operating Cost/Hour") set forth in the CRG. This rate shall be paid only for hours that the equipment is operated in performance of the changed Work that is subject to these time-and-materials provisions. If the item of equipment is electrically powered with the electricity being supplied by a public utility and if the CRG does not have an electrical fuel cost per hour component in the Operating
Cost/Hour, the cost of electricity to operate the equipment will be calculated and submitted to Sound Transit for approval. The approved rate shall be added to and become a part of the "Operating Cost/Hour."

(4) The application of any adjustment factors is hereby excluded.

(5) Normal working conditions will be assumed and used as the basis for the rate calculation.

(6) Equipment Operators will be paid for as direct labor under paragraph A, Direct Labor, above and are not part of the calculated rate for equipment. Compensation for equipment mechanics, oilers (not assigned to a specific item of equipment on a full time basis), and other indirect support (labor or equipment) for the equipment fleet is included within the equipment rates otherwise established herein.

(7) Transportation costs to and from the work Site for equipment mobilized to the Site specifically to perform the changed Work, if approved in advance by Sound Transit, will be paid as an item to be billed to Sound Transit. This cost will be treated as a Service when performing the markup calculations. No separate payment for transportation costs will be made if the equipment is brought to the Site for other than changed Work.

(8) If a rate is not provided in the CRG, and the Contractor and Sound Transit cannot otherwise arrive at a mutually agreeable rate for its use, the Contractor shall furnish appropriate equipment and cost information to Sound Transit. Sound Transit will calculate an appropriate rate following the principles established in the CRG.

(9) If practical under the circumstances, all equipment rates shall be established in writing before commencing any changed Work. If it is necessary to employ such equipment in performance of the changed Work before it is practical to provide rates to Sound Transit, the Contractor shall provide rates at the earliest opportunity available to it without hindering the prosecution of the Work.

b. For Owned Equipment on standby in the performance of the changed Work, if approved by Sound Transit, the standby rate will be only the ownership portion of the applicable rate. The total standby cost per day will be based on the number of hours that the equipment is on standby in the performance of the changed Work. The standby hours will be calculated as follows:

(1) The total standby hours per day will be a maximum of eight (8) hours less the operating hours paid as a result of the changed Work and less the hours that the item of equipment was or could have been used on other changed or non-changed Work and less any hours that the equipment was in a "non-operational" condition, as determined and approved by Sound Transit.

(2) The total standby hours per week will be a maximum of forty (40) less the operating hours paid for the changed Work and less the hours that the item of equipment was or could have been used on
other changed or non-changed Work and less any hours that the equipment was in a "non-operational" condition, as determined and approved by Sound Transit.

5. Cost Computation for Rental Equipment

a. For Rented Equipment that is operated in the performance of the changed Work, the cost shall be calculated as follows:

   (1) The ownership rate per hour shall be calculated by dividing the invoiced amount by the normal hours covered by the invoice. If the normal rental period would be by the month, then Sound Transit shall not approve rental invoices submitted on a weekly, daily or hourly rate basis or allow ownership rates to be calculated on any other rate than a monthly rate. The same logic shall apply for a normal rental period of a week or a day.

   (2) If the invoice is based on a single shift of operation, then after eight (8) hours of equipment use in a twenty four (24) hour period, and after forty (40) hours of equipment use in a week, the equipment "ownership" rate shall be 50 percent of the rate established in paragraph (1) above.

   (3) The costs of fuel, lubricants, tires and other expendables, repairs, parts, service, and maintenance (the "operating" cost) shall be charged at the Total Operating Cost/Hour set forth in the CRG unless the rental invoice is for equipment which is "operated and maintained", in which case there will be no additional payment for operating costs. This rate shall be paid only for hours that the equipment is operated in performance of the changed Work that is subject to these time-and-materials provisions. If the item of equipment is electrically powered with the electricity being supplied by a public utility, the cost of electricity to operate the equipment will be calculated and submitted to Sound Transit for approval. The approved electrical cost per hour shall be added to and become a part of the "Total Operating Cost/Hour.

   (4) The application of any adjustment factors is hereby excluded.

   (5) Normal working conditions will be assumed and used as the basis for the rate calculation.

   (6) Equipment Operators will be paid for as direct labor under paragraph A, Direct Labor, and are not part of the rate calculated for rented equipment unless the rental invoice is for equipment which is "operated and maintained", in which case there will be no additional payment for equipment operators and/or oilers. Compensation for equipment mechanics, oilers (not assigned to a specific item of equipment on a full time basis), and other indirect support (labor or equipment) for the equipment fleet is included within the equipment rates otherwise established herein.

   (7) Transportation costs to and from the work Site for equipment mobilized to the Site specifically to perform the changed Work, if approved in advance by Sound Transit, will be paid as a discrete
item to be billed to Sound Transit. This cost will be treated as a Service when performing the markup calculations. No separate payment for transportation costs will be made if the equipment is brought to the Site for changed Work and is also used on Contract Work items.

(8) If a rate is not provided in the CRG and the Contractor and Sound Transit cannot otherwise arrive at a mutually agreeable rate for its use, the Contractor shall furnish appropriate cost information to Sound Transit. Sound Transit will calculate an appropriate rate following the principles established in the CRG.

(9) If practical under the circumstances, all equipment rates shall be established in writing before commencing any changed Work. If it is necessary to employ such equipment in performance of the changed Work before it is practical to provide rates to Sound Transit, the Contractor shall provide rates at the earliest opportunity available to it without hindering the prosecution of the Work.

b. For Rented Equipment on standby in the performance of the changed Work, if approved by Sound Transit, the rate per hour to be paid will be only the ownership portion of the applicable rental rate as calculated above. The total standby cost per day will be based on the number of hours that the equipment is on standby in the performance of the changed Work. The standby hours will be calculated as follows:

(1) The total standby hours per day will be a maximum of eight (8) hours less the operating hours paid as a result of the changed Work and less the hours that the item of equipment was or could have been used on other changed or nonchanged Work and less any hours that the equipment was in a "non-operational" condition, as determined and approved by Sound Transit.

(2) The total standby hours per week will be a maximum of forty (40) hours less the operating hours paid for the changed Work and less the hours that the item of equipment was or could have been used on other changed or nonchanged Work and less any hours that the equipment was in a "non-operational" condition, as determined and approved by Sound Transit.

D. Markups-Percentage Allowances

1. The Contractor will be permitted to apply overhead and profit markups, not exceeding the percentage stated herein, to its increased cost resulting from any change in the Work ordered by Sound Transit for which payment is to be made under the time-and-material provisions of the Contract. These overhead and profit markups are maximum allowable percentages subject to reduction by audit.

2. Markups for time and material work shall be determined in accordance with the rates allowed under Subsection 4.01H. The markup allowance made shall constitute compensation for all management and supervision above the foreman level, engineering and surveying, safety, administration; use of equipment and tools costing $500 or less; all administrative and overhead expense; insurance premiums not paid herein; profit; other indirect expense; losses of all kinds; home office overhead expense; and all other items of cost not specifically designated herein as items for
which specific payment is to be made. No other reimbursement, compensation, or payment will be made for any such services, costs, or other items.

E. Time and Material Records and Invoices

1. All charges related to Time and Material Work authorized by the Resident Engineer shall be tracked on a daily basis. The Contractor shall complete a comprehensive Time and Material work report form, furnished by Sound Transit or alternate approved by Sound Transit, which details all the labor, services, material and equipment utilized in the course of completing the Time and Material Work. The report shall itemize the materials used, and shall cover the direct cost of labor and materials, and the charges for equipment rental and operation, whether furnished by the Contractor, Subcontractor or other force. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked; quantity, type and cost of materials used; and also the size, type, and identification number of equipment; the hours operated, and the hours of Sound Transit authorized standby.

2. All charges related to Time and Material Work shall be verified in the field by Sound Transit at the end of each Work shift. The Contractor shall complete a field report at the end of each shift that itemizes and summarizes all the charges. The report shall be signed by the Contractor's Representative and, upon verification by Sound Transit, copies of the signed report shall be provided immediately to Sound Transit's representative. The signature of Sound Transit's Inspector shall not be construed as acceptance of the Work or approval of the value invoiced by the Contractor. The Resident Engineer shall have the authority to review the charges related to Time and Material Work for reasonableness and efficiency. In the event that certain charges are deemed unreasonable or unnecessary for the Time and Material Work being performed by the Contractor, the Resident Engineer shall direct the Contractor to delete such charges from the Time and Material Work Records. Evidence of Sound Transit's verification of all field reports shall be submitted by the Contractor with its draft invoice.

3. Invoices for Time and Material Work shall show, in payroll form, the dates, names, hours worked each day, rates of pay, and amounts paid for each individual employed on such Work and shall give in detail the nature of the Work performed by each employee.

4. Invoices for materials and services shall be fully itemized showing dates of delivery, quantities, unit prices, amounts, and discounts, and shall be accompanied by photocopies of vendor invoices covering each item. Such invoices shall be submitted with the daily report sheets. If invoices are not available, they shall be submitted with subsequent daily report sheets; however, except as provided by law, no payment shall be made for material charges until valid copies of vendor's invoices are submitted. Should said vendor's invoices not be submitted within sixty (60) Days after the date of delivery of the material or fifteen (15) Days after Acceptance of the Work, whichever comes first, the Resident Engineer reserves the right to establish the cost of such materials at the lowest current wholesale prices at which such materials are available in the quantities concerned delivered to the location of the Work, less any discounts provided in these General Conditions.

5. Invoices for Owned or Rented Equipment charges shall be fully itemized showing a complete description including size and capacity of equipment, number of hours operated and/or number of hours at Sound Transit ordered standby for each day, the hourly rates being charged to Sound Transit for both ownership and operating elements, and the total amount charged, for each individual piece of equipment used.
If rates were not pre-approved by Sound Transit as specified herein, the Contractor shall also include the rate computation and appropriate back-up materials as described herein.

6. Invoices for Time and Material Work shall be prepared and submitted in accordance with the payment procedures outlined in the Contract. All invoices, payrolls, and other documents which support the invoice for the Time and Material work shall be submitted with the progress payment request and shall state the Contract number, and Contract Item under which the Work was performed.

7. Failure to present complete Time and Material records and invoicing in proper form after the close of the month in which the time and materials Work was performed shall constitute a waiver by the Contractor of its right to present such a billing or invoice thereafter or to receive payment therefore, unless the Contractor promptly corrects and resubmits the Time and Material Records and Sound Transit approves the re-submittal.

F. The Resident Engineer will compare the Resident Engineer's records with the daily report sheets furnished by the Contractor, make any necessary adjustment, and adjust the costs of work paid for on a Time and Material basis on the Time and Material Work forms. When these daily reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

G. Payment as provided in this Section shall constitute full compensation to the Contractor for performance of work paid for on a Time and Material basis and no additional compensation will be allowed therefore.

H. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of Work paid for or required to be paid for on a Time and Material basis and the costs of other operations.

9.10 Total Contract Cost (TCC)

A. The components of the MACC have been mutually negotiated and agreed to. The Contractor agrees that the Work is adequately defined; that the Contract Drawings, Contract Specifications, and any other documents defining the Work are at least 90% complete; and based thereon, the Contractor has determined that the Work is sufficiently clear and understandable for the Contractor to agree to the MACC.

B. The Contract is entered into pursuant to the GC/CM provisions of Chapter 39.10 RCW (Alternative Public Works Contracting Procedures). Contractor agrees that if the Work of all subcontract bid packages, including any bid package for which the Contractor submits the successful bid, cannot be completed for a total amount less than the agreed Maximum Total Subcontract Package Cost, any additional costs, except as provided below, will be the responsibility of the Contractor, and the Contractor hereby assumes liability for such costs without reimbursement by Sound Transit. Sound Transit agrees that cost increases due to Sound Transit-directed changes, regulatory changes, design errors and omissions, and differing site conditions are Sound Transit’s responsibility, but only to the extent set forth elsewhere in the Contract Documents.

C. The components of the MACC were negotiated prior to execution of the Contract. The Contractor will not be compensated for work associated with the MACC negotiation.

D. Maximum Allowable Construction Cost (MACC)

1. Subcomponents of the MACC include the Maximum Total Subcontract Package Cost, Negotiated Support Services (if any), and MACC Risk Contingency Account (if any).
The MACC includes all costs through Final Acceptance of the Work, including applicable sales tax.

2. **Provisional Sum Adjustments.** Sound Transit will direct Provisional Sum work through change orders as follows:

(a) **Subcontract Bid Package Work.** If Sound Transit directs Provisional Sum work that is part of the subcontract bid packages, the Maximum Total Subcontract Package Cost will be adjusted in the appropriate amount. No adjustment will be made to the fixed amount for Specified General Conditions Work and the Fixed GC/CM Fee.

(b) **Negotiated Support Services.** If Sound Transit directs Provisional Sum work that is part of the Negotiated Support Services, the amount for Negotiated Support Services will be adjusted in the appropriate amount. No adjustment will be made to the fixed amount for Specified General Conditions Work and the Fixed GC/CM Fee.

(c) **Provisional Sum for Escalation (if any).** Reimbursement for any type of cost escalation will only be made if Sound Transit explicitly provides for such reimbursement in the Contract Documents. If a reimbursement amount is for subcontract bid package work or Negotiated Support Services work, the appropriate component of the MACC will be adjusted, the overall MACC will remain unchanged (because Provisional Sums by definition are initially included in the MACC), and no adjustment will be made to the fixed amount for Specified General Conditions Work and the Fixed GC/CM Fee. If the reimbursement amount is for Specified General Conditions Work, the fixed amount for Specified General Conditions will increase, the Maximum Total Subcontract Package Cost will remain unchanged, the MACC will decrease (because Provisional Sums by definition are initially included in the MACC), and no adjustment will be made to the Fixed GC/CM Fee.

3. **MACC Risk Contingency Account.** The Contractor is responsible for (a) all costs related to Subcontractor claims or charges that result from mistakes or omissions in the subcontract buyout; (b) coordination errors and omissions related to the Contractor's shop drawing coordination obligations; (c) interference between any subcontractor and the Contractor; (d) interference between any subcontractor and any other subcontractor; and (e) the Contractor's failure to coordinate the Work it self-performs with work of other subcontractors. The Risk Contingency Account may be used to offset any such costs, up to the limit of the Risk Contingency Account. The Risk Contingency Account cannot be used for Specified General Conditions costs or Negotiated Support Services. Use of the Risk Contingency Account requires prior approval by Sound Transit, which will not be provided until Contractor submits sufficient and adequate supporting information to Sound Transit that justifies the use of the contingency funds. If approved, the Contractor will make the appropriate changes to the Schedule of Values with the next regular progress payment request by deducting the amount of contingency funds used from the contingency line item and adding the same amount to the line item on the schedule of values where the increased funds were used. If the contingency funds are used for a new line item that was not given with the original Schedule of Values, that will be so indicated. When all funds in the Risk Contingency Account are expended, the Contractor shall cover any additional costs. Any funds remaining in the Risk Contingency Account shall be returned to Sound Transit.
4. **Negotiated Support Services.** The tasks and services identified as Negotiated Support Services in the Contract Documents and summarized in the GC/CM Summary Cost Allocation Matrix have been negotiated and included as a separate lump-sum component of the MACC. Negotiated Support Services costs will be reimbursed by Sound Transit based upon the percentage complete. The costs for management required to administer the Negotiated Support Services Work is included in the fixed amount for Specified General Conditions, and all profit and overhead is included in the Fixed GC/CM Fee. If Contractor’s total cost to perform the Negotiated Support Services exceeds the negotiated lump-sum amount for Negotiated Support Services, the Contractor shall be responsible for such costs.

E. **Fixed GC/CM Fee.** Below is the non-exclusive list of costs covered by the Fixed GC/CM Fee:

1. All profit of the Contractor for the Work;
2. All regional and home office overhead expenses, including labor and materials, travel, phone, facsimile, postage, and other incidental office expenses attributed to work of the Contract that is not specifically identified in the Specified General Conditions Work; Including all Regional and Home office personnel not specifically assigned to the project and approved as such.
3. All Business and Occupation Taxes
4. Contractor's Payment and Performance Bonds

F. **Specified General Conditions Work.** The Contract identifies the dollar amount for the “Fixed Amount for Specified General Conditions” Work. The Specified General Conditions Work consists of all requirements of the Contract contained in (1) these GC/CM General Conditions; (2) Special Conditions (if any); (3) the Division 01 specifications, (4) the Labor Compliance Manual, and (5) the OCIP Manual, but does not include those tasks or services that are specifically identified as Negotiated Support Services in the Contract Documents, and as summarized in the GC/CM Summary Cost Allocation Matrix. Any cost that is not specifically identified in the Contract Documents as a Negotiated Support Service is included in the fixed amount for Specified General Conditions Work, unless otherwise specified in the Contract Documents. Specified General Conditions Work must be performed at the expense of the Contractor and may not be made part of a subcontract bid except when so required by the Contract Documents and approved by Sound Transit.

**ARTICLE 10 DELAYS AND CLAIMS**

10.01 **Claims**

A. **Notice of Intent to Claim**

1. In order to receive any recovery or relief under or in connection with the Contract, the Contractor must submit a written Notice of Intent to Claim to Sound Transit through the Resident Engineer in accordance with the provisions of this Section. Written Notice as provided herein shall be a condition precedent to the Contractor’s right to recover on a Claim, and failure to comply with the requirements of this Article 10 shall constitute a waiver by the Contractor of any right, equitable or otherwise, to bring any such Claim against Sound Transit.

2. The written Notice of Intent to Claim shall set forth:
a. reasons for which the Contractor believes additional compensation will or may be due;

b. nature of the costs involved;

c. the Contractor's plan for mitigating such costs; and

d. the Contractor's best estimate of the amount of the potential claim and any extension of Contract Time sought.

3. The Notice of Intent to Claim shall be submitted within ten (10) Days after (a) the event or occurrence giving rise to the potential Claim, (b) the denial of a Request for Change or (c) the issuance of a Unilateral Change Order by Sound Transit.

4. The notice requirements of this Section are in addition to any other notice requirements set forth in the Contract.

B. Claims

1. General

a. The Contractor shall file all Claims within sixty (60) Days of the submission of the Notice of Intent to Claim, with a detailed factual statement of the Claim providing at minimum (i) all necessary details, locations and items of Work affected, (ii) the specific causes(s) of the Claim or alleged damages sustained, (iii) an explanation as to how Contractor diligently attempted to mitigate its damages for the Claim, (iv) copies of documents Contractor believes support the Claim, (v) all cost records meeting the requirements of Subsection 3.03B, and (vi) if the Claim seeks an extension of the Contract Time, the specific days and dates sought and Contractor's analysis of the Construction Schedule demonstrating entitlement to the time extension. When requested by Sound Transit, the Contractor shall submit such further information and details as may be required to determine the facts and contentions involved in said Claim. The Contractor shall give Sound Transit access to its books, records, and other materials relating to the Work, and shall cause its Subcontractors to do the same, so that Sound Transit can investigate said Claims. The Contractor shall provide Sound Transit, on request, with copies of all such books, records, and other material determined to be pertinent to the Claim.

b. Failure to submit the detailed factual statement described above will result in rejection of the Claim.

c. Each Claim the Contractor submits for an adjustment that is related to a delay for any cause shall be accompanied by:

(1) a revised Construction Schedule reflecting the effects of the delay; and

(2) proposals to minimize these effects.

d. If the Contractor fails to submit any Claim in writing in the time and manner specified herein, it thereby waives any relief that might otherwise be due with respect to such Claim. Depending upon the grounds for the relief and the nature of the relief sought, additional information and/or conditions of submittal may be specified elsewhere in the Contract.

e. The Contractor shall continue to work during the dispute resolution process in a diligent and timely manner as directed by Sound Transit, and shall be governed by all applicable provisions of the Contract.
f. At all times during the course of the Claim or dispute resolution, the Contractor agrees to continue to perform the Work with due diligence, unless a Stop Work Order has been issued by Sound Transit. In the event the disputed matter impedes continuing performance, the Contractor shall inform Sound Transit in writing of the impediment and seek direction as to how to proceed. If the Contractor fails to provide such notice to Sound Transit, it shall be assumed that the Contractor is proceeding with performance of the Contract.

g. Compliance with the cost record requirements in the Contract is a condition precedent to making of any Claim for recovery of any costs or damages related to or arising from performance of the Contract or the Work. In the event Contractor or any Subcontractor or Supplier seeks to make a Claim without complying with such requirements (inclusive of Subsection 3.03B), such Claim is deemed waived and no adjustment shall be made to the TCC (or any component thereof) or Contract Time with respect to such Claim.

h. Both parties have a duty to take all reasonable steps necessary to mitigate losses resulting from the dispute whether those losses are their own or another party's losses.

i. All Claims filed by Contractor shall be verified under penalty of perjury by an officer or principal authorized to act for Contractor (or, in the case of Claims made by or for the benefit of any Subcontractors, by an authorized officer or principal of both Contractor and Subcontractor) containing a sworn certification that the Claim is made in good faith after the exercise of reasonable diligence and investigation, that the supporting cost and pricing data are true and accurate based upon reasonable investigation, that the Claim is fully supported by accompanying data and accurately reflects the adjustment in the TCC (or any component thereof) and/or Contract Time for which Contractor believes Sound Transit is liable, and that in the event the Claim proceeds to litigation that Claim amount will not exceed the amount set forth in the Claim.

2. Claims Processing
   a. The Contractor shall submit its Claim in writing to the Resident Engineer for resolution. Sound Transit will respond within sixty (60) Days after receipt of the Claim. If Sound Transit does not respond within sixty (60) Days after receipt of the Claim, the Claim is deemed denied.
   b. Sound Transit may request in writing, within thirty (30) Days of receipt of the Claim, that the Contractor provide any additional documentation that may be required to support the Contractor's Claim or documentation that may relate to defenses or Claims Sound Transit may have against the Contractor. Sound Transit will respond in writing to the Contractor's Claim including any additional documentation as requested by Sound Transit, within either thirty (30) Days of receipt of said additional documentation, if the Contractor responds during the initial sixty (60) Day period, or within a period no longer than that taken by the Contractor in producing the additional documentation, whichever is greater. In no event shall the extension of the response time resulting from Sound Transit's request for additional documentation and the Contractor's response time be deemed to waive any statutory limits or rights of Sound Transit.
   c. If the Claim is found to have merit, the settlement will be negotiated in compliance with Article 4, Changes and Change Order Process.
d. If Sound Transit finds the Claim not to have merit, the Contractor may, within ten (10) Days of receipt of the finding, submit written appeal to Sound Transit's applicable Executive Director or designee. The finding on the appeal will be provided in writing within sixty (60) Days.

3. In no event shall any Claims be made after Final Payment is made, except for those Claims that are expressly reserved in writing as provided in Subsection 9.08B. Failure by the Contractor to submit Claims in a timely manner shall result in a waiver by the Contractor as to such Claims.

4. Failure to comply strictly with the Notice and other procedures set forth in the Contract Documents shall bar the Contractor from asserting any Claim or right to compensation, damages, Construction Schedule extension, or any other relief.

10.02 Delays

A. Liquidated Damages

1. For each and every Day that Contractor fails to achieve Substantial Completion of any portion of the Work after a designated Contract Milestone, including intermediate or final completion dates, as specified in the Contract Documents, damage will be sustained by Sound Transit. These damages may include, but are not necessarily limited to the following:
   a. Delays in completion and operation of the transit system;
   b. Increased costs of Contract administration, engineering, inspection, and other Sound Transit functions related to the design and construction of the Project;
   c. Costs from delays to interfacing contractors; and
   d. Costs from impacts to businesses along the alignment.

2. Because of the difficulty in computing the actual material loss and damages to Sound Transit, it is determined in advance and agreed by the parties hereto that the Contractor will pay Sound Transit the amount(s) set forth in the Contract Documents, for each Day of delay as representing a reasonable forecast of the actual damages that Sound Transit will suffer by the failure of the Contractor to complete such Work, or portion thereof, within said time(s). The execution of the Contract shall constitute acknowledgement by the Contractor that it has ascertained and agreed that Sound Transit will actually suffer damages in the amount herein fixed for each and every Day during which the completion of the Work or portions thereof is avoidably delayed beyond the specified time(s).

3. Sound Transit may deduct assessed liquidated damages from any monies due or that may become due the Contractor under the Contract. If such deducted monies are insufficient to recover the liquidated damages owing, the Contractor or the Contractor's surety or sureties shall pay to Sound Transit any deficiency within thirty (30) Days after completion of the Work.

4. Where liquidated damages for Contractor-caused delays are applicable, Sound Transit shall not seek actual damages for delay; however, to the extent liquidated damages are not applicable, Sound Transit reserves all other rights and remedies provided by law or under the Contract.

B. Extension of Time for Certain Delays
1. Notice of Delay or Potential Delay. Immediately, but in any event no more than five (5) Days, after the Contractor foresees or should foresee a delay or a potential delay in the prosecution of the Work or upon the occurrence of a delay or potential delay that the Contractor regards as Unavoidable or compensable, the Contractor shall provide Notice to Sound Transit of such delay or potential delay. Within five (5) Days of such Notice the Contractor shall provide in writing the extent of the delay, the specific impacts and effects of the delay on Critical Path activities and the Construction Schedule, and its cause. The Notice requirement in this paragraph is in addition to Notice required by other parts of the Contract, inclusive of Section 4.02. At a minimum, Notice under this Subsection shall include:
   a. The facts underlying the potential delay;
   b. The nature of any additional costs which may be caused by the potential delay;
   c. The nature of any additional time which may be needed;
   d. The Contractor's plan for mitigating such costs and delay; and
   e. An estimate of the cost impacts due to the delay or the potential delay and an estimate of the time extension required for mitigation, along with all substantiating facts and supporting data.

2. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. If this cannot be done, the Contractor and Sound Transit will determine how long the delay will continue and to what extent the prosecution and completion of the Work are being or will be delayed thereby. Sound Transit will also determine whether the delay is to be considered Avoidable or Unavoidable and notify the Contractor of Sound Transit's determination.

3. Compliance with the Notice requirements of this Section shall be a condition precedent to any Contractor's Claim for delay. The Contractor agrees that no Claim shall be made for delays for which timely written notice, as specified above, is not made to Sound Transit.

C. Avoidable Delays

1. Avoidable Delays in the prosecution of the Work shall include delays to the Critical Path of the Work that could have been avoided by the exercise of due care, prudence, coordination, foresight and diligence on the part of the Contractor, its Subcontractors, or its Suppliers at any tier. Examples of Avoidable Delays include, but are not limited to:
   a. Delays that may in themselves be Unavoidable but that do not necessarily prevent or delay the prosecution of parts of the Work or the completion of the Work within the Contract Time (e.g., that fit within the Float time shown on the Construction Schedule(s)).
   b. Time associated with the reasonable activities of Sound Transit, third party stakeholders or other contractors employed by Sound Transit.
   c. Individualized labor actions or strikes specific to the Contractor, normal weather conditions, mechanical breakdown, equipment failure, or acts of negligence by the Contractor's forces, including Subcontractors and Suppliers.
   d. Delays in the prosecution of the Work due to:
(1) The Contractor’s failure to provide sufficient resources, including, but not limited to: personnel, equipment, material, or plant;

(2) The Contractor’s failure to submit required work products in a timely manner;

(3) The Contractor’s failure to procure and/or deliver materials and/or equipment in a timely manner.

2. Contractor shall not be entitled to any time extension, additional compensation or Equitable Adjustment for any Avoidable Delay. If requested by the Contractor, Sound Transit may in its sole discretion grant an extension of time for Avoidable Delay, if Sound Transit determines that an extension is in Sound Transit’s best interest and any such discretionary time extension shall be issued through a Change Order.

D. Unavoidable Delay

1. An Unavoidable Delay means a delay to the Critical Path of the prosecution of the Work that results from causes beyond the control of the Contractor and that could not have been avoided by the exercise of care, prudence, coordination, foresight, and diligence on the part of the Contractor, its Subcontractors or its Suppliers at any tier, and for which no provision is specifically provided in the Contract Documents for managing or mitigating such delay.

2. Examples of Unavoidable Delays include, but are not limited to:
   b. Fire or other casualty for which Contractor is not responsible.
   c. War.
   d. Riot.
   e. Unusually Severe Weather. Unusually severe weather conditions shall not be deemed unusually severe if they fall within two (2) standard deviations from the mean of data recorded by the U.S. Weather bureau for the Seattle and Tacoma metropolitan area over the past twenty (20) years. Impacts of on-going weather conditions shall be updated weekly by the Contractor and provided to Sound Transit. To preclude the difficulties of actual measurement the parties hereto agree that weather data at the Site shall be expressly deemed to be the same as that measured at the Seattle-Tacoma International Airport by the Environmental Data and Information Service of the National Oceanic and Atmospheric Administration ("NOAA") of the U.S. Department of Commerce.
   f. Epidemic.
   g. Earthquake.
   h. Terrorism.
   i. General industry strikes or labor disputes beyond the reasonable control of Contractor.

3. Extension of Time: For delays that the Contractor has given Notice as required by the Contract, and considers to be Unavoidable Delay, the Contractor shall submit to Sound Transit complete written information demonstrating the effect of the delay on the Critical Path of the Construction Schedule. The submission shall be made within ten (10) Days
after the end of the occurrence that is claimed to have caused the Unavoidable Delay. Sound Transit will review the Contractor's submission and determine the number of Days of Unavoidable Delay and the effect of such Unavoidable Delay on such Critical Path. Sound Transit may grant an extension of time to the extent that Unavoidable Delays necessarily affect the Critical Path in the Construction Schedule(s). During such extension of time, liquidated damages will not be charged to the Contractor. It is understood and agreed by the Contractor and Sound Transit that time extensions to be granted due to Unavoidable Delays must involve Critical Path operations that would prevent completion of the Work, or portion thereof, within the Contract Time. Time extensions shall be issued via a Change Order. Contractor shall not be entitled to any adjustment to the TCC (or any component thereof) or Equitable Adjustment for any Unavoidable Delay.

E. Concurrent Delay

If Sound Transit determines that there are delays to the Work as a result of concurrent delays, Sound Transit may grant a time extension. However, no compensation will be due to the Contractor for this time extension due to the concurrent nature of delays. Concurrent delay means a situation where both Contractor and Sound Transit are responsible for delays affecting the Critical Path. If a delay for which Contractor seeks compensation under Subsection 10.02F is caused concurrently with either Avoidable Delay or Unavoidable Delay, then Sound Transit is only responsible for that portion of any compensable delay which it caused in excess of such Avoidable Delay or Unavoidable Delay, provided Contractor is able to prove such apportionment.

F. Compensation for Certain Delays

To the extent that the Contractor proves (a) that the Contractor has been delayed in completion of the Work by reason of changes made by Sound Transit under these General Conditions, or a Stop Work Order, or by any other action or omission of Sound Transit; (b) that the Contractor was not concurrently responsible for the delay; (c) that the Contractor has suffered actual losses as a result of the delay; (d) that but for Sound Transit's actions, the Contractor could not have suffered such actual losses; (e) that the Contractor could not have mitigated such actual losses despite taking all precautionary and remedial actions; and (f) that the delay was not within the contemplation of the Contract; then Sound Transit shall pay to the Contractor as full compensation for any such delay, and for any actual and real disruption which may have been associated with any such delay which the Contractor can clearly quantify and calculate, the amount of the actual loss as computed in accordance with the Contract Documents, provided that the Contractor shall strictly comply with the notice and other Claims procedures set forth in Section 10.01, Claims, and in the Contract. Unless the Contractor satisfies the provisions of this Section, the Contractor's sole remedy for Sound Transit-caused delay shall be an extension of time under Subsection 10.02B, Extension of Time for Certain Delays.

In no event may Contractor or any of its Subcontractors at any tier recover compensation for unabsorbed home office overhead unless there occurs a Sound Transit-caused suspension of indefinite duration and Contractor and/or its Subcontractors were unable, in the exercise of reasonable care, to reallocate resources so as to mitigate losses or damages.
ARTICLE 11 DISPUTE RESOLUTION

11.01 Purpose Of Dispute Resolution

The purpose of this Section is to provide a structured approach for the parties to resolve disputes fairly at the lowest level possible without incurring significant administrative costs. It is agreed that the parties shall enter into the dispute resolution process in good faith and that use of the dispute resolution processes for purposes other than resolving a legitimate dispute (e.g. as a delay tactic) shall be evidence of bad faith in the performance of the Contract.

11.02 Purpose Of Work While Dispute Resolved

At all times during the course of the Claim, conflict or dispute resolution, the Contractor agrees to continue to perform the Work with due diligence, unless a Stop Work Order under Section 12.01 has been issued by Sound Transit.

11.03 Duty To Mitigate

Both parties have a duty to take all reasonable steps necessary to mitigate losses resulting from the Claim or dispute whether those losses are their own or another party's losses.

11.04 Partnering

A. Preventing Conflict

1. The parties agree to use the principles of Project Partnering: collaboration and cooperation to identify and engage in measures to prevent and resolve potential sources of conflict before they escalate into disputes, Claims, or legal actions. Such measures should extend to all levels of the Work, including lower-tiered Subcontractors, and may include the following:
   
   a. Conducting a one-day workshop to "kick-off" the performance of the Work by introducing the concepts of Project Partnering and holding follow-up workshops at least annually.

   b. Developing and implementing a Partnering Action Plan devoted to developing and maintaining a collaborative atmosphere on the Project at all levels.

   c. Developing and implementing a Dispute Escalation Process.

   d. Conducting facilitated Executive Partnering Sessions among the senior managers of each party to discuss issues related to potential conflicts and to engage in collaborative problem solving.

   e. Conducting training for all parties in teambuilding, collaborative problem solving and conflict resolution skills.

   f. Conducting evaluations of the Project's partnering efforts.

   g. Including language from this Section in contracts for Subcontractors who become involved in the performance of the Work.

2. The Contractor's costs associated with the Contractor's participation in the partnering program shall be included in the fixed amount for Specified General Conditions work. Partnering facilitator and facilities will be provided by Sound Transit.

B. Resolving Conflicts
1. Sound Transit and the Contractor agree to use their best efforts to resolve disputes arising out of or related to the Contract using good faith negotiations and the principles of Project Partnering, which include developing and implementing a Dispute Escalation Process that provides for the timely resolution of disputes as close to their point of origin as possible. It is agreed that Project Partnering will not negate any of the Contract requirements for providing timely Notice and the timely submission of documents that are required elsewhere in the Contract Documents.

2. In the event the parties are unable to resolve their dispute using the Dispute Escalation Process, the dispute shall be referred to mediation as a condition precedent to the commencement of a civil action. For mediation, a mediator shall be chosen that is agreeable to all parties involved in the dispute and such agreement shall not be unreasonably withheld. All statements made by parties involved in the dispute to the mediator shall remain confidential and shall not be disclosed by the mediator in any litigation or other Claim proceedings. All parties hereby agree to such terms and signature of the Contract provides written confirmation of these terms.

11.05 Exhaustion Of Remedies/Time Limitation For Suit/Venue/Choice Of Law

It is the intention of this Section that differences between the parties arising under and by virtue of the Contract shall be brought to the attention of Sound Transit at the earliest possible time in order that such matters may be settled without a Claim being filed, if possible, or other appropriate action promptly taken. The Contractor agrees to defer, in the absence of special written Notice given by Sound Transit, the commencement of any legal action against Sound Transit on a matter required to be covered by written Notice of Intent to Claim pursuant to Subsection 10.01A, Notice of Intent to Claim, until all of the administrative and dispute resolution processes have been exhausted. Contractor may not sue, cross-claim or bring any action of any kind whatsoever against Sound Transit after the expiration of one hundred eighty (180) Days from Final Acceptance, provided, however, that the proper pendency of mediation under paragraph 11.04B(2) above shall toll this deadline until thirty (30) Days after such mediation is concluded. The exclusive venue for any litigation arising from or relating to the Contract or the Project is King County Superior Court, Seattle, Washington. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington and, to the extent incorporated into (or made applicable to the Work by) the Contract Documents, the laws of the United States of America.

ARTICLE 12 SUSPENSION AND TERMINATION

12.01 Stop Work Order

A. Sound Transit may at any time and for any reason within its sole discretion issue a written order to the Contractor thereby suspending, delaying, or interrupting all or any part of the Work for a specified period of time ("Stop Work Order"). A Stop Work Order must be in the form of an explicit written Notice and will not be inferred from any oral statement, course of conduct or informal field communication, except in case of an exigent safety concern.

B. In the event that it becomes necessary for Sound Transit to suspend all, or a part, of the Work, Sound Transit will deliver a written Stop Work Order to the Contractor, which shall describe the following:

1. Identification of the work to be suspended;
2. The date and time upon which the Stop Work Order shall be effective;
3. The period of time during which Work will be suspended, if known;
4. Directions to be taken regarding subcontracts; and
5. Other instructions required to safeguard the Work and to prevent property damage and personal injury.

C. The Contractor shall comply immediately with any written order it receives from Sound Transit suspending the Work and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of Work stoppage. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction of Sound Transit.

D. Within the period specified by the Stop Work Order, or within any extension of that period, Sound Transit may:
   1. Terminate the work covered by the Stop Work Order;
   2. Cancel the Stop Work Order; or
   3. Allow the period of the Stop Work Order to expire.

E. Costs Associated with a Stop Work Order
   1. If a Stop Work Order is canceled or the period of the Stop Work Order expires, the Contractor shall resume work.
   2. The Contractor will be allowed an increase in the TCC (or any applicable component thereof) or an extension of time, or both, directly attributable to any suspension, provided that:
      a. The Contractor submits a Request for Change in accordance with the requirements of the Contract Documents;
      b. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of the Contract; and
      c. The Stop Work Order was not caused by Contractor's default or other act or omission within the control or responsibility of Contractor.

F. No adjustment shall be made under this Subsection for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment or extension of time is provided or excluded under any other term or condition of the Contract.

G. The provisions of this Subsection shall only apply if a written Stop Work Order is issued by Sound Transit.

H. During the effective dates of the Stop Work Order, Contractor shall take appropriate action to prevent damage to or deterioration of the Work. Contractor shall repair or replace, at no additional cost to Sound Transit Work that is damaged or deteriorated during a Work stoppage due to Contractor's failure to comply with this Subsection. If Sound Transit finds that the Contractor is not taking appropriate action and the Contractor fails to take the appropriate action within the time frame specified by Sound Transit in written notice to the Contractor, Sound Transit may take appropriate action and recover from the Contractor the reasonable costs of such action.

I. In the event of a Stop Work Order, the Contractor shall do all the work necessary to provide any safe, smooth, and unobstructed passageway through construction as deemed
necessary by the Resident Engineer for use by Sound Transit, other Sound Transit contractors, public agencies or their contractors, and/or public traffic during the period of such suspension as specified in the Contract Documents. In the event that the Contractor fails to perform the work above specified, Sound Transit will perform such work and the cost thereof shall be deducted from payments due the Contractor. If the suspension is due to some failure on the part of the Contractor, all costs and delays shall be at no additional expense to Sound Transit.

J. In the event of a Stop Work Order, the Contractor shall not be relieved of the Contractor's responsibilities as set forth in Article 7, Legal Requirements.

12.02 Termination For Default

A. Sound Transit will have the right to terminate the Contract, in whole or in part, for default, under any of the following circumstances:

1. If the Contractor refuses or fails to prosecute the Work with such diligence as will ensure its completion within the Contract Time and any extension thereof;

2. Material failure of the Contractor to perform any obligation required under the Contract or violation of any duty required of the Contractor, including but not limited to the following:

   a. Violation by the Contractor of an authorized order or requirement of Sound Transit;

   b. Abandonment of the Contract;

   c. Failure of the Contractor to pay its debts owing to any parties performing Work on the Contract, provided that such failure continues for a period of ten (10) Business Days after written notice to the Contractor by Sound Transit;

   d. Failure to comply with any law, ordinance, rule, regulation, or order of a legal authority applicable to the Contractor, the Work, the Contract, or the Project;

   e. Failure to indemnify any party that the Contractor is obligated to indemnify under the General Conditions and other provisions of the Contract;

   f. Failure to replace rejected Work or correct rejected workmanship when directed by Sound Transit;

   g. Failure to provide required insurance and/or bonds, or proceeds thereof;

   h. Submittal of false or misleading information or Claims to Sound Transit;

   i. Disregard of laws, ordinances, rules, codes, regulations, orders, or similar requirements of any public entity having jurisdiction; or

   j. If the Contractor is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the Contractor, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within fifteen (15) Days of receipt of a request for assurance from Sound Transit.
B. If, in the opinion of Sound Transit, the Contractor is in default of the Contract, Sound Transit will issue a Notice of Default to the Contractor and its Surety. If the Contractor fails to remedy or provide assurance acceptable to Sound Transit of its specific plan and timetable to remedy the default within ten (10) Days after receipt of such notice, Sound Transit may terminate the Contractor's right to proceed under all or such part of the Contract as Sound Transit deems to be in its best interest. Sound Transit shall furnish written Notice of Termination for Default to the Contractor, upon which date the Termination for Default shall be effective. The Contractor and its Surety shall be liable for any damage to Sound Transit resulting from the Contractor's refusal or failure to complete the Work in the specified time or related to Termination for Default.

C. Upon receipt of a Notice of Termination for Default from Sound Transit, the Contractor shall, except as otherwise directed by Sound Transit:

1. Stop all Work under the Contract on the date and to the extent specified in the Notice of Termination for Default,
2. Place no further orders or Subcontracts for materials, equipment, or services except as may be necessary for completion of such portions of the Work expressly excluded from the Notice of Termination,
3. Communicate any Notice of Termination to the affected Subcontractors and Suppliers, and any other parties at any tier, and take reasonable steps to minimize cancellation charges and other costs arising from termination, and
4. Terminate all orders and Subcontracts to the extent that they relate to the performance of Work covered by the Notice of Termination or, at the option of Sound Transit, assign to the Surety or any replacement contractor all such Subcontracts and purchase orders.
5. Comply with all other requirements of Sound Transit as may be specified in the Notice of Termination.

D. Upon Sound Transit's termination of the Contractor's right to proceed with the Work because of the Contractor's default under the Contract, Sound Transit shall have the right to complete the Work by whatever means and methods it deems advisable, including transfer of performance of the work from the Contractor to the Surety. Sound Transit shall have the right to take possession of and use any or all the Contractor's design, goods, plant, tools, equipment, and property of any kind, at the Project, or related thereto, provided by or on behalf of the Contractor to complete the Work or any portion thereof, without being responsible to the Contractor for fair wear and tear. The Contractor shall have no rights in such property during its use by Sound Transit. Sound Transit may complete the Work by obtaining the services of another Contractor, or by any other means that Sound Transit deems in its best interest. Sound Transit shall have the right to exercise its sole discretion as to the manner, method and reasonableness of the costs of completing the work subject to a reasonable duty to mitigate costs. Materials and equipment for which Sound Transit has paid any amount to the Contractor may be incorporated in the Work regardless of whether they are stored at the site or elsewhere.

E. The expense of completing the Work together with a reasonable charge for engineering, managerial, and administrative services arising from the default shall be charged to the Contractor. Sound Transit shall deduct said amount out of any monies that may be due or may at any time thereafter become due the Contractor. In case such expense is in excess of the sum that would otherwise have been payable to the Contractor under the Contract, the Contractor or its Surety shall promptly pay the amount of said excess to Sound Transit.
upon notice thereof. Sound Transit may, at its sole discretion, withhold all or any part of any progress payments or other monies otherwise due the Contractor until completion and final settlement of the Work covered by the Notice of Termination for Default.

F. If Sound Transit terminates the Contractor for default, the resulting damage shall include, but not be limited to, actual and liquidated damages, any increased costs incurred by Sound Transit in completing the Work, and amounts paid to third parties by Sound Transit on account of any claims made against Sound Transit relating to the Work. The Surety shall not use the defaulted or terminated Contractor for continuation or completion of the Work unless Sound Transit consents.

G. If the Contract is terminated as specified hereunder, Sound Transit may require that the Contractor transfer title to and deliver the following items to Sound Transit as directed: any goods, work in progress, tools, dies, jigs, fixtures, plans, drawings, information, contract rights, and other items that the Contractor has specifically produced or acquired for the terminated portion of the Contract and that would have been required to be furnished to Sound Transit if the Contract had been completed. The Contractor shall also protect and preserve property in its possession at its sole expense in which Sound Transit has an interest.

H. If, after Notice of Termination for Default, it is determined for any reason that the Contractor was not in default under the provisions of the Contract, or that the Contractor was properly entitled to an extension of time under the Changes, provisions of the Contract, the rights, obligations, and remedies of the parties shall be the same as if the Notice of Termination for Default had been issued pursuant to the Section entitled Termination for Convenience.

12.03 Termination For Convenience

A. Upon written Notice to Contractor Sound Transit may terminate the Work under the Contract, in whole or in part, at any time, for the convenience of Sound Transit.

B. After receipt of a Notice of Termination for Convenience, and unless directed otherwise by Sound Transit, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

1. Stop performance of Work and meet with Sound Transit to develop a Termination Work Plan, including a scope, schedule, and budget to safely terminate the Contractor's progress of Work.

2. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the Contract, if any.

3. Terminate all Subcontracts or orders to the extent they relate to the work terminated or, at the option of Sound Transit, assign to the Surety or any replacement contractor all such Subcontracts and purchase orders, and assign to Sound Transit, as directed by Sound Transit, all right, title, and interest of the Contractor under any Subcontract terminated, in which case Sound Transit shall have the right to settle or to pay any termination settlements proposal arising out of those terminations.

4. With approval or ratification of Sound Transit, settle all outstanding liabilities and termination settlement proposals arising from the termination of Subcontract; the approval or ratification will be final for purposes of this clause.

5. As directed by Sound Transit, transfer title and deliver to Sound Transit (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other
material produced or acquired for the work terminated, and (2) the completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to Sound Transit.


7. Take any action that may be necessary, or that Sound Transit may direct, for the protection and preservation of the property related to the Contract that is in possession of the Contractor and in which Sound Transit has or may acquire an interest.

8. Use its best efforts to sell, as directed or authorized by Sound Transit, any property of the types referred to in paragraph B.5 above; provided, however, that the Contractor (1) is not required to extend credit to any purchaser and (2) may acquire the property under the conditions prescribed by, and at prices approved by, Sound Transit. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Sound Transit under the Contract, credited to the price or cost of the work, or paid in any other manner directed by Sound Transit.

C. Payment

In the event of a Termination for Convenience, if such termination occurs after the effective date of the Notice to Proceed, Sound Transit will pay the reasonable, verifiable direct costs incurred by the Contractor and, consistent with the Fixed GC/CM Fee, a percentage for overhead and profit for the percentage of Work performed and accepted before the termination. Reimbursable costs incurred by the Contractor will be determined by taking into consideration the following facts, circumstances and limitations:

1. The budget established for the Termination Work Plan,

2. The physical progress of the Work satisfactorily completed to the effective date of the termination, evaluated against the approved Schedule of Values,

3. Costs of removing equipment and materials and otherwise demobilizing,

4. Costs reasonably incurred in anticipation of performing the Work; provided, said amounts are reasonable, verifiable and directly attributed to the Contractor's performance of the Work,

5. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory,

6. The GC/CM Fixed Percentage Fee amount on Work satisfactorily completed. The payment by Sound Transit shall constitute full and complete satisfaction and settlement for the Contractor's overhead, anticipated profits, and all other inconvenience, expenses, damages, costs and lost profits whatsoever. Notwithstanding anything to the contrary set forth herein, the Contractor shall not be entitled to, and Sound Transit shall not be liable for, any consequential losses or damages incurred by the Contractor including, but not limited to: loss of profits, business opportunity, reputation or financing. Amounts retained and accumulated under RCW 60.28.011 will be held as provided therein for a period of not less than forty-five (45) Days following termination and consistent with state law.

12.04 Sound Transit's Rights And Obligations Upon Termination

A. Upon any termination contemplated herein, Sound Transit may take over the Work and prosecute the same to completion by agreement with another party or otherwise complete the Work.
B. Upon any termination contemplated herein, amounts retained and accumulated under RCW 60.28.011 will be held as provided therein for a period of not less than forty five (45) Days following termination and consistent with state law.

12.05 Contractor's Obligations Upon Termination

Upon receipt of any Notice of Termination, the Contractor shall immediately discontinue Work, unless directed by Sound Transit to complete specified additional Work to safeguard the Work then completed, to safeguard the materials and equipment then delivered to the Site and/or to leave the Work in a safe and useful condition. The Contractor shall promptly deliver, or otherwise make available to Sound Transit, all Contract Records and Audit Records (including but not limited to data, drawings, Specifications, As-Built Drawings, calculations, reports, estimates, summaries, and other such information as the Contractor or Subcontractors may have accumulated in performing the Contract, whether completed or in progress) and all materials and equipment purchased specifically for the Contract where Sound Transit has reimbursed the Contractor for such costs. The Contractor shall also take all reasonable steps with its Suppliers and Subcontractors to minimize cancellation charges and other costs.

12.06 Ownership Of Equipment, Materials And Supplies Upon Termination

As of the date of termination, all the Contractor's right, title and interest in and to equipment, materials, and supplies ordered by the Contractor prior to the termination (including placement or priority in production runs of materials, equipment, or supplies), whether or not they have been delivered to the Site, shall be vested in Sound Transit and the Contractor shall, upon demand of Sound Transit, execute and deliver to Sound Transit all requisite bills of sale, assignments, and other documents of transfer that may be necessary to give effect to the intention of the termination procedures set forth in this Article.

ARTICLE 13 INCORPORATION OF FTA PROVISIONS

13.01 Applicability Of Federal Grant Contract

A. This procurement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation (DOT), which incorporate the current FTA Master Agreement and Circular 4220.1F as amended.

B. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, and the Master Grant Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions.

C. The FTA Master Agreement obligates Sound Transit to incorporate certain provisions into the Contract and any lower tier subcontracts at any level and to take appropriate measures to ensure that Contractor and its lower tier Subcontractors at any level comply with certain applicable requirements set forth in the Master Agreement. The following provisions of the FTA Master Agreement are hereby incorporated by reference into the Contract, and the Contractor shall comply with all such requirements.

D. Copies of the FTA Circular 4220.1F, as amended, and the Master Grant Agreement are available from Sound Transit.
13.02 Federal Funding Limitation

The Contractor understands that a portion of the funds to pay for the Contractor's performance under the Contract are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All such funds must be approved and administered by FTA. Sound Transit's obligation hereunder is, in part, payable from funds that are appropriated and allocated by FTA for the performance of the Contract. If such funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may be required to terminate or suspend the Contractor's services. In such event, the Contract may at Sound Transit’s option be terminated for convenience in accordance with these General Conditions.

13.03 Recovered Materials

A. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247.

B. These requirements flow down to all Contractor and Subcontractor tiers.

13.04 Energy Conservation

A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

B. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

13.05 Federal Lobbying Restrictions

A. The Contract is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, which prohibits Federal funds from being expended to influence or to attempt to influence an officer or employee of any agency, members of Congress, an office or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federally funded contract, the making of any Federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Contractors and Subcontractors at any time who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Contractor shall submit the "Certification Regarding Lobbying," included in the procurement documents. The Contractor's signature on this certification shall certify that: a) it has not engaged in the prohibited activity and b) the language of the certification shall be included in all lower tier subcontracts, which exceed $100,000, and that all such Subcontractors shall certify and disclose accordingly. Sound Transit is responsible for keeping the certification form of the Contractor, who is in turn responsible for keeping the certification forms of
Subcontractors. Further, by executing the Contract, the Contractor agrees to comply with these laws and regulations.

B. If the Contractor has engaged in any lobbying activities to influence or attempt to influence the awarding of the Contract, the Contractor must disclose these activities. In such a case, the Contractor shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities." Sound Transit must also receive all disclosure forms.

C. The Contractor and any Subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded Contract; or
2. A change in the person(s) influencing or attempting to influence this federally funded Contract; or
3. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Contract.

13.06 Program Fraud And False Or Fraudulent Statements Or Related Acts

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each Subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

13.07 Anti-Kickback

A. Sound Transit and contractors are required to comply with the Copeland "Anti-Kickback" Act, 18 USC § 874 and 40 USC § 276(c), as supplemented in U.S. Department of Labor regulations, 29 CFR Part 3. Under state and federal law, it is a violation for Sound Transit employees, proposers, bidders, contractors or subcontractors to accept or offer any money or benefit as a reward for favorable treatment in connection with the award of a contract or the purchase of goods or services.
B. "Kick-Back" as defined by Federal Acquisition Regulations (FAR), means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided directly or indirectly to any prime contractor, prime contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

13.08 Civil Rights

In addition to the provisions in Section 00400, Diversity Program Provisions, the following requirements pertaining to nondiscrimination and civil rights apply to the underlying contract:

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national original, sex, marital status, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex


As required by 41 CFR 60-1.4, during the performance of the Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, marital status, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants
will receive considerations for employment without regard to race, color, religion, sex, marital status or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of the Contract or with any of the said rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the portion of the sentence immediately preceding paragraph 1.a and the provisions of paragraphs 1.a through 1.f in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

h. The Contractor and its Subcontractors shall include the equal employment opportunity clause set forth in paragraph 1.a above in each of their non-exempt Subcontracts.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective
employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the "Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.


As required by 41 CFR 60-4.2, the Contractor shall take into account the following provisions in performing the Work:

a. The Contractor shall comply with the Federal Equal Employment Opportunity (EEO) Requirements.

b. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows (unless modified by the federal government):
   - Minority participation in each trade (King County) – 7.2%
   - Minority participation in each trade (Snohomish County) – 7.2%
   - Minority participation in each trade (Pierce County) – 6.2%
   - Female participation in each trade (Nationwide) – 6.9%

   These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) Business Days of
award of any construction Subcontract in excess of $10,000 at any tier for construction work under the Contract. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the Subcontract is to be performed.

d. As used in this Notice, and in the Contract, the “covered area” is Snohomish, King and Pierce Counties of the State of Washington.

5. EEO Construction Contract Specifications

As required by 41 CFR 60-4.3, the Contractor shall comply with the following:

**Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

a. As used in these specifications:
   
   (1) “Covered area” is Snohomish, King and Pierce Counties of the State of Washington.
   
   (2) “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   
   
   (4) “Minorities” includes:
      
      (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      
      (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      
      (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      
      (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

b. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the Work involving any construction trade, it shall physically include in each Subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which are set forth in the Contract.

c. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions
participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

d. The Contractor shall implement the specific affirmative action standards provided in paragraphs g(1) through g(16) below. The goals set forth in the Contract are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor’s obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware
of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.

(3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor minority persons or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor’s employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under g(2) above.

(6) Disseminate the Contractor’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
(8) Disseminate the Contractor’s EEO policy externally by including it in any advertising in the new media, specifically including minority and female news media, and providing written notification to and discussing the Contractor’s EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor’s recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor’s work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor’s obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontract from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors’ adherence to and performance under the Contractor’s EEO policies and affirmative action obligations.

h. The Contractor is encouraged to participate in voluntary associations which assist in fulfilling one or more of its affirmative action obligations (paragraphs g(1) through g(16) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be
asserted as fulfilling any one or more of its obligations under g(1) through g(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor’s minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor’s and failure of such a group to fulfill an obligation shall not be a defense for the Contractor’s noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

n. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours
worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

6. The Contractor also agrees to include these requirements in each Subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

C. Flow Down

The Civil Rights requirements flow down to the Contractor and its subcontractors at every tier.

13.09 Certification Regarding Debarment, Suspension And Other Responsibility Matters

A. The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

B. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

C. By signing the Contract, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by Sound Transit. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Sound Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of the Contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.10 Buy America Requirements

A. The Contractor agrees to comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General Waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out in section 165(b)(3), of the Surface Transportation Assistance Act of 1982 and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

B. The Contractor shall submit the appropriate Buy America certification prior to negotiation of the MACC. Whether or not the Contractor certifies that it will comply with the applicable
requirement, Contractor will be bound by its original certification and is not permitted to change its certification except for clerical error. If the Contractor certifies that it will comply with the applicable Buy America requirements may not change its certification at any point, and is not eligible for waiver of those requirements. (Buy America Regulations, 49 CFR Part 661.13(c))

C. If the Contractor is unable to certify compliance, but believes that it may qualify for an exception to the requirement consistent with section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, Sound Transit, on behalf of the Contractor, will tender the request for exception(s) to FTA for review and approval. Sound Transit does not warrant that any such request will be acted upon in accordance with the Contractor's time frame. Failure to achieve an exception will not relieve the Contractor of its responsibilities under this Section.

D. The Contractor is responsible for assuring Subcontractor compliance with Buy America requirements.

13.11 Cargo Preference

Pursuant to 46 CFR Part 381, the Contractor agrees:

A. To utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

B. To furnish within twenty (20) Days following the date of loading for shipments originating within the United States, or within thirty (30) Business Days following the date of loading for shipment originating outside the United States, a legible copy of a rated, commercial ocean bill of lading in English for each shipment of cargo described in paragraph A above to Sound Transit (through the prime Contractor in the case of Subcontractor bills of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, SW, Washington, D.C., 20590, marked with appropriate identification of the Project.

C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to the Contract.

D. The Contractor must properly execute and submit with its Bid the "Cargo Preference Certificate" which is included in the Contract Documents, if applicable.

13.12 Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. § 40018 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.
13.13 No Obligation By The Federal Government

A. In connection with the Contract, the Federal Government shall have no obligations or liabilities to the Contractor or any Subcontractor or Supplier at any tier that is not a party to the Grant Agreement that includes the Contract. Notwithstanding that the Federal Government may have concurred in or approved the solicitation for the Contract, the Federal Government is not a party to the Contract and has no obligations or liabilities to any entity other than Sound Transit, including the Contractor and its Subcontractors and Suppliers at any tier.

B. The Contractor agrees to include the above clause in each Subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provision.

13.14 Clean Water

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each Subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

13.15 Clean Air

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each Subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

13.16 Seismic Safety

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under the Contract including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

13.17 Changes in Governmental Regulations

A. In the event local, state or federal laws or regulations were not announced or enacted at the time of Contract execution, and such laws or regulations make standards more stringent or compliance more costly under the Contract, the Contractor shall notify Sound Transit in writing of such laws or regulations and their effects on the scope, schedule and budget of the Work promptly after the Contractor first became aware of the laws and regulations and prior to incurring any such expenses.
B. Sound Transit will make a determination as to whether the Contractor should be reimbursed for any such expenses or any time extensions should be granted in accordance with the General Conditions.

C. In the event any governmental requirements are removed, relaxed or changed in any way after the date of contract award so as to make the Contractor's Work less expensive, or less difficult, then Sound Transit shall have the option either to require the Contractor to perform pursuant to the more rigorous requirements or issue a Change Order to incorporate the revised governmental requirements and deduct an appropriate value for the Work not performed. Sound Transit shall give the Contractor notice of Sound Transit's determination.

13.18 Electronic And Information Technology

When providing reports or other information to Sound Transit, or to the Federal Transit Administration (FTA), among others, on behalf of Sound Transit, the Contractor agrees to prepare such reports or information using electronic or information technology capable of assuring that the reports or information delivered will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

13.19 Disadvantaged Business Enterprise Program

In addition to the Disadvantaged Business Enterprise Program provisions set forth in Section 00400, the Contractor shall comply with the following requirements:

A. As a recipient of financial assistance from the federal Department of Transportation (DOT), through the Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) Program in accordance with 49 Code of Federal Regulations (CFR) Part 26. The Contractor shall review and comply with applicable provisions in 49 CFR Part 26 and Section 00400 of the Contract.

B. The Contractor shall comply with the following assurance:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as Sound Transit deems appropriate.

C. The Contractor shall include in each Subcontract it awards pursuant to the Contract the following assurance:

“The subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this subcontract. The subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the subcontractor to carry out these requirements is a material breach of this subcontract, which may result in the termination of this subcontract or such other remedy as the Contractor or Sound Transit deems appropriate.”

13.20 No Texting While Driving

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:
   a. Contractor-owned or Contractor-rented vehicles or Government-owned, leased or rented vehicles;
   b. Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
   c. Any vehicle, on or off duty, and using an employer supplied electronic device.

2. Conduct workplace safety initiatives in a manner commensurate with the Contractor's size, such as:
   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. "Driving" is defined as operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

C. "Text Messaging" is defined as reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

D. Contractor shall include this provision in all subcontracts at all tiers.

END OF GENERAL CONDITIONS
EXHIBIT 3 – SPECIAL CONDITIONS (SAMPLE)
### EXHIBIT 3 - SPECIAL CONDITIONS (SAMPLE)
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EXHIBIT 3 - SPECIAL CONDITIONS (SAMPLE)

SC – 3.12 Warranty of Work

Add GC-3.12 F. as follows:

F. Warranty on Systems Work Components

1. Repair And Replacement

a) For each Work component or workmanship failure during the Warranty period, Sound Transit will determine whether to correct the failure by repair or replacement of part(s) within an assembly, or by replacement of the entire assembly, based upon minimization of time for return of the affected Work for operation, or consideration that the life of the assembly has or may have been adversely affected by the failure of one or more of its component parts.

b) If the Contractor’s representative is not available or cannot perform the required repair or replacement for any reason whatsoever, Sound Transit will perform removal of failed parts or assemblies and installation of repaired or replacement parts or assemblies for accepted Work under warranty, unless Sound Transit and the Contractor agree to other arrangements for such work. Sound Transit may request the Contractor provide technical supervision for such removal or installation work by Sound Transit.

c) The Contractor shall receive such removed failed parts or assemblies at Sound Transit’s Operations and Maintenance Facility, unless the Contractor requests shipment of such failed parts or assemblies to its facilities; in such case, Sound Transit will ship them at the Contractor’s expense. The Contractor shall deliver to Sound Transit a replacement or repaired part or assembly for each such returned failed part or assembly within thirty (30) Days of the Contractor’s receipt of each failed part or assembly. In the event that a failed part or assembly is manufactured to order and cannot be repaired or replaced within the thirty (30) day period, the Contractor and Sound Transit shall mutually consider whether the defective unit is to be repaired or replaced. The decision as to which alternative will be used shall be based on minimizing down time of the Work, and the Contractor shall return the repaired or replaced unit at the earliest possible date.

d) If Sound Transit and the Contractor arrange for Sound Transit to perform repair or replacement of failed parts or assemblies, or Sound Transit is forced to repair or replace parts due to the Contractor’s unavailability, the Contractor shall retain full responsibility for warranty of such repaired parts or assemblies.

e) The Contractor shall pay Sound Transit within thirty (30) Days of Sound Transit billing any and all amounts billed by Sound Transit at its actual labor, material and shipping costs, plus applicable overhead costs, for its removal of failed parts or assemblies and installation.

2. Failure Analysis Report
All parts or material returned to the Contractor for repair or replacement shall be accompanied by a Failure Analysis Report Form, which will be provided by Sound Transit. The Contractor shall complete this form and shall deliver to Sound Transit a full and complete report of the exact nature and probable cause of each Systems component failure within fifteen (15) Working Days of the Contractor's receipt of such failed component.

3. Systematic Failures

a) In the event that, during the warranty period, component failures occur to an extent in excess of ten percent (10%) of the same components used for the same function in the same assembly or subsystem among systems furnished under this Contract during twelve consecutive months or the Work under warranty do not maintain an average Mean Time Between Failures (MTBF) as defined in Section 01 46 00 System Assurance subsection 3.06 Reliability Program Plan throughout the time period beginning one hundred and eighty (180) days after the first Systems goes into revenue service and ending with the last full month of the warranty period, the Contractor shall, within thirty (30) Days of notification of such instance, commence a modification program to repair or replace all such components, including those that have passed beyond the warranty period, to correct the cause(s) of such failures.

b) The design of the repair or replacement for the component(s) involved in each such modification program shall be developed by the Contractor to remedy the nature and probable cause of the component failures and shall be approved by Sound Transit. Repair and/or replacement of components pursuant to each modification program shall be according to the same provisions herein as if such components were failed components requiring warranty repair and/or replacement, whether or not actual failures for some or most of the involved components have occurred following notification of a requirement for a modification program.

c) In no case shall the correction of defects in design, material or workmanship result in an increase in maintenance requirement beyond that specified in the Contract Documents.

d) Upon notification of a system-wide failure and without cost to Sound Transit, the Contractor shall make and implement any such design changes, and/or modifications, repairs, adjustments and replacements on all accepted and non-accepted Systems as shall correct or prevent such failure and enable the Work to achieve the aforesaid MTBF.

e) Whenever a system-wide defect is declared, notwithstanding the date of expiration or commencement of any guarantee period as to any particular component, the Contractor shall retrofit the Work then in service, and shall implement any necessary design or material modifications as to Work not yet accepted. If any such retrofit work is required, the guarantee/warranty period as to the affected component shall be extended by two (2) years from the completion of such retrofit work or the expiration of the previously effective guarantee period, whichever is later.

4. Warranty On Replaced Parts
a) Any materials, assemblies, parts or components which are used for replacement under the initial warranty period shall be warranted again for either the total original warranty period minus the warranty period accumulated during storage, or half the total original warranty period of the replaced particular component, or for the remainder of the original warranty period of the replaced component, whichever is greater.

b) The remainder of the original warranty period for each component shall be computed from the date of failure of such component as recorded in Sound Transit’s maintenance records. In the case of components which are to be replaced pursuant to a modification program but have not yet failed, the remainder of the original warranty period shall be computed from the date of Sound Transit notification to the Contractor of a requirement for the particular modification program.

If the Contractor fails to comply with the warranty/modification provisions herein, or within the times specified for such performance, Sound Transit may have the component failures or defects corrected. The Contractor and the Contractor's surety shall be liable for all expense incurred. In case of emergency where, in the opinion of Sound Transit, correction of component failures or defects pursuant to the procedures and durations specified for the warranty/modification programs may cause serious loss or damage, repairs or corrections may be made without notice to the Contractor, and the Contractor shall pay the cost of the repairs or corrections.
SC – 7.09 Liability and Indemnification

Replace GC-7.09 (E) with the following:

E. To the maximum extent permitted by law, the Contractor agrees to defend, release, indemnify and hold harmless Sound Transit, its successors and assigns, and its and their shareholders, officers, officials, directors, contractors, employees and the Board of Regents of the University of Washington (collectively “the Indemnified Parties”) from and against any liability including any and all suits, claims, actions, losses, costs, penalties, response costs, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to the Contractor's performance or failure to perform the Contract or the Work; provided, however, that if the provisions of RCW 4.24.115 apply to the Work and any injuries to persons or property arising out of performance of this Agreement are caused by or result from the concurrent negligence of the Contractor or its Subcontractors, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the Contractor and its Subcontractors, agents or employees.

THE CONTRACTOR SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CONTRACTOR’S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CONTRACTOR SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS’ COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, THE CONTRACTOR’S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST THE CONTRACTOR BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONTRACTOR’S EMPLOYEE DIRECTLY AGAINST THE CONTRACTOR.
SC – 8.01 Owner Controlled Insurance Program

Replace GC-8.01 (F) 3. b. with the following:

b. Copies must be provided of the endorsements or policy provisions: (a) naming Sound Transit, the Board of Regents of the University of Washington, and any other required entities as Additional Insured(s) and stating that coverage is primary and noncontributing with respect to non-OCIP exposures, showing the policy number, and signed by an authorized representative of the insurance company on ISO Forms CG 20 10 and CG 20 37, or equivalent, or (b) the blanket additional insured policy provision or endorsement, including on-going operations and completed operations; and (c) waiving subrogation in favor of Sound Transit, its respective officers, agents, and/or employees, any other Contractor and Subcontractor performing work at the site, and any additional entities designated by Sound Transit.
SC – 10.02 Delays and Claims

Insert the following in paragraph GC-10.02(A) Liquidated Damages:

5. The basis for the dollar values of liquidated damages shown in the Contract Documents is in April 2007 dollars and the liquidated damages assessed will be adjusted annually from the April 2007 basis by dividing the current, at time of assessment, federal Consumer Price Index for All Urban Consumers for the Seattle Metropolitan Statistical Area by the April 2007 Index of 215.67. Such adjustment will be calculated annually on the anniversary of the execution date of the Master Implementation Agreement for Sound Transit Entry to the University of Washington Seattle Campus. The execution date is July 2, 2007.

END OF EXHIBIT 3 - SPECIAL CONDITIONS (SAMPLE)
## EXHIBIT 4 - DIVERSITY PROGRAM PROVISIONS

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**APPENDIX A** 49 CFR 26.55

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**Sampler**
DIVERSITY PROGRAM PROVISIONS

1.01 SOUND TRANSIT’S POLICIES

Non-Discrimination in Employment and Contracting. Sound Transit has adopted Guiding Principles for Employment and Contracting, identifying key objectives that Sound Transit will promote and encourage through its policies. The Guiding Principles are implemented in accordance with applicable federal, state and local laws and regulations, including grant agreements. To the extent applicable, the Guiding Principles are the basis for certain provisions set forth in this Contract including employment, apprentice and Small Business/Disadvantaged Business Enterprise (SB/DBE) contracting goals and objectives.

A. It is the policy of Sound Transit that practices of employment discrimination against any person on the basis of race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person are prohibited. The Contractor shall adhere to non-discrimination provisions and shall make reasonable efforts to meet Sound Transit's workforce diversity objectives on this Contract and in all subcontracts. Such efforts shall apply to the employment of persons on the permanent or core employee workforce, the employee workforce secured solely for this Contract by the Contractor and each subcontractor, and apprentices or trainees secured for this Contract by the Contractor and each subcontractor.

B. It is the policy of Sound Transit that no one doing business or offering to do business with Sound Transit shall deny any person, on the basis of race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person, the benefits of, or exclude any person from participation in, the award and performance of any work under contracts and agreements awarded by Sound Transit, and that one doing business or offering to do business with Sound Transit shall afford equal, non-discriminatory opportunities to potential joint venture partners, subcontractors, subconsultants and suppliers on contracts and agreements awarded by Sound Transit.

C. The Contractor shall adhere to the non-discrimination provisions set forth herein and comply with the requirements set forth in this Contract related to Sound Transit’s Small Business Program and its Disadvantaged Business Enterprise Program.

D. The Contractor shall cooperate in any studies or surveys as may be conducted by Sound Transit and as may be necessary to determine the extent of the Contractor's compliance with Sound Transit's Diversity Program policies.

E. The Contractor shall take into account all requirements in this Section 00400 in developing its Subcontracting Plan, and revisions thereto, and in preparing bidding documents for subcontracts under this Contract. As required in the GC/CM General Conditions, Section 00200, of this Contract, the Contractor shall prepare and submit bid package scopes of work and bid forms to Sound Transit for its review prior to advertisement for bids. Sound Transit shall hold the Contractor liable and responsible for full compliance with the requirements in this Section 00400 by the Contractor and each of the Contractor’s subcontractors.
F. The provisions and requirements in this Section 00400 shall be interpreted to be compatible with provisions in Section 00200 addressing subcontracting procedures, policies and requirements related to Sound Transit’s Diversity Programs. In the event of a discrepancy between Diversity Programs provisions in Section 00200 and this Section 00400, the provisions in this Section 00400 shall take precedence unless the context clearly requires otherwise. Issues and questions about the intent and scope of the Diversity Programs provisions in this Section 00400 shall be submitted to the Director of Sound Transit’s Diversity Programs for final resolution.

1.02 FEDERAL DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

A. As a recipient of financial assistance from the Federal Department of Transportation (DOT), through the Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) Program in accordance with 49 Code of Federal Regulations (CFR) Part 26. The Contractor shall review and comply with applicable provisions in 49 CFR Part 26 and ensure each subcontractor reviews and complies with such provisions. Sound Transit’s DBE Program includes:

1. Ensuring non-discrimination in the award and administration of federal Department of Transportation-assisted contracts;
2. Creating a level playing field on which DBEs can compete fairly for such contracts;
3. Ensuring that the Sound Transit DBE Program is narrowly tailored in accordance with applicable laws;
4. Ensuring that only firms that fully meet eligibility standards as set forth in 49 CFR Part 26 are permitted to participate as DBEs;
5. Helping remove barriers to the participation of DBEs in such contracts; and
6. Assisting in the development of firms that can compete successfully in the marketplace outside of the DBE Program.

It is the policy of Sound Transit to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 Code of Federal Regulations (CFR) Part 26, have an equal opportunity to receive and participate in federal Department of Transportation-assisted contracts. Sound Transit promotes and encourages participation by DBEs on its contracts. Sound Transit encourages the Contractor to include participation by DBEs as joint venture partners or subcontractors, including sub-subcontractors. The Contractor shall afford DBEs an equal, non-discriminatory opportunity to compete for business as joint venture partners, subcontractors or suppliers and shall ensure subcontractors also afford DBEs such opportunities.

B. DBEs are firms that have been certified as eligible to participate as DBEs by the Washington State Office of Minority and Women Business Enterprise (OMWBE). A listing of DBEs certified by OMWBE is available on the Internet at [http://www.omwbe.wa.gov/certification](http://www.omwbe.wa.gov/certification) or by contacting OMWBE at 360-753-9693.
C. The Contractor is advised that any contract, including subcontracts, it awards pursuant to this Contract shall include the following assurance:

"The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Sound Transit deems appropriate."

D. Sound Transit may establish a DBE Goal for participation by DBEs in a subcontract. If a DBE Goal is established for a subcontract, bidders to the Contractor shall make good faith efforts to implement the DBE Program, including meeting or exceeding the DBE Goal. Participation by DBEs can be counted toward the DBE Goal and Small Business Goal. The DBE Goal is part of and not additive to the Small Business Goal. For purposes of award and performance of a subcontract, the DBE Goal shall apply to the subcontract contract price.

E. For subcontracts for which a DBE Goal is established, bidders to the Contractor shall make efforts to reach out to DBEs to solicit and achieve participation by DBEs under the subcontract and maintain documentation of their efforts. Such outreach efforts shall include, but are not limited to, the following activities:

1. Identifying portions of the Work to be performed by DBEs, including breaking out work items into economically feasible units to facilitate participation by DBEs.

2. Soliciting through reasonable and available means the interest of DBEs who have or may have the capability to perform portions of the Work under this Contract. Such means of solicitation should include community, contractor and public agency organizations and offices that are involved in recruiting and placing DBEs. Solicitations shall occur with sufficient time that interested DBEs would be able to respond to the solicitation.

3. Providing information about the plans, specifications and requirements to interested DBEs.

4. Negotiating in good faith with interested DBEs.

5. Identifying and making efforts to assist DBEs regarding bonding, letters of credit or insurance and obtaining necessary equipment, materials and supplies.

F. Sound Transit may require the Contractor to direct bidders to submit copies of their outreach documentation after bids on subcontracts have been opened.

G. The Contractor shall require subcontractors to make efforts to reach out to DBEs to solicit and achieve participation by DBEs in preparing documentation pursuant to change notices under the subcontracts. The Contractor shall require subcontractors to maintain documentation of its efforts to solicit and achieve participation by DBEs.
H. Consistent with 49 CFR Section 26.53 (f), neither the Contractor nor a subcontractor shall terminate for convenience any DBE’s participation without the written consent of Sound Transit.

I. Consistent with 49 CFR Section 26.53 (f), if the Contractor or a subcontractor determines a DBE has failed to complete its work for any reason or terminates performance by a DBE for any reason, the Contractor or subcontractor shall make good faith efforts to find another DBE to substitute for the original DBE. Such good faith efforts shall be directed at finding another DBE to perform at least the same dollar amount of work as the original DBE, to the extent needed to meet the DBE Goal, if any.

J. The Contractor shall submit, and shall require its subcontractors to submit, reports, documents and records regarding participation by DBEs, on forms as may be provided by Sound Transit, with each payment request, including the final payment request, submitted by the subcontractor to the Contractor.

1.03 SOUND TRANSIT’S SMALL BUSINESS PROGRAM

A. Consistent with its Guiding Principles for Contracting to promote and encourage the use of Small Businesses, Sound Transit has developed and administers a Small Business Program. Under the Small Business Program, Sound Transit will consider various approaches to achieving participation by Small Businesses in its contracts and agreements, including unbundling contracts, setting participation goals for contracts, and developing procedures, documents and practices that are “Small Business friendly”.

B. For Sound Transit’s Small Business Program, a Small Business is a business that:

1. Is organized for profit;
2. Has a place of business in the United States; and
3. For its industry, does not exceed the numerical size standard established by the federal Small Business Administration pursuant to 13 Code of Federal Regulations Part 121.

The Contractor and its subcontractors are advised that in assessing whether a business meets the size standard, annual receipts are averaged over the business’ last three (3) completed fiscal years to determine its average annual receipts. If a business has not been in business for three (3) years, the average weekly revenue for the number of weeks it has been in business is multiplied by 52 to determine its average annual receipts. If there are questions or issues about whether a business meets the applicable size standard, Sound Transit and the Contractor, as applicable, will consult and to the extent practicable follow the methodologies established by the federal Small Business Administration in determining whether a business is within or exceeds an applicable size standard.

C. A business shall be presumed to meet the Small Business size standard and be a Small Business if the business comes within one of the following categories:

1. Is certified by the Washington State Office of Minority and Women Business Enterprise (OMWBE). To obtain a listing of firms certified by OMWBE, contact OMWBE at 360-753-9693 or access a listing on the Internet at http://www.omwbe.wa.gov/certification;
2. Is a participant in federal Small Business Administration programs, such as, but not limited to, Section 8(a) Business Development, Small Disadvantaged, and HUBZone. To obtain a listing of small businesses participating in the U.S. Small Business Administration programs or activities as eligible small businesses, contact the SBA’s Seattle District Office at 206-553-7310; or

3. Is certified by a public agency other than OMWBE and the Small Business Administration size standard is a criterion.

D. If a business does not fall within one of the categories set forth in paragraph C immediately above, the Contractor or a subcontractor may include participation by the business toward the Small Business Goal if the Contractor or a subcontractor assures itself, before counting the business as part of a Small Business Commitment, that the business does in fact meet the applicable Small Business size standard. Such assurance could involve reviewing the tax records or certified annual audit reports of the business and taking other actions reasonably related to assessing whether the business meets the Small Business size standard. The Contractor shall bear full responsibility for performing due diligence related to whether a business meets the Small Business size standard prior to counting the business as part of a Small Business Commitment.

E. To facilitate the inquiry regarding the applicable size standards for businesses that may be considered Small Businesses, the Contractor and its subcontractors shall use the following size standards listed in the NAICS Codes for construction contractors, which are the key areas in which potential Small Businesses may participate.

<table>
<thead>
<tr>
<th>Industry Group</th>
<th>Size Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial and Institutional Building Construction (NAICS Code 236220)</td>
<td>$ 31.0 Million</td>
</tr>
<tr>
<td>Heavy and Civil Engineering Construction (NAICS Codes 237110, 237120, 237130, 237310, 237990)</td>
<td>$ 31.0 Million</td>
</tr>
<tr>
<td>Dredging and Surface Cleanup Activities (Exception to NAICS Code 237990)</td>
<td>$ 18.5 Million</td>
</tr>
<tr>
<td>Specialty Trade Contractors (NAICS Subsection 238)</td>
<td>$ 13.0 Million</td>
</tr>
</tbody>
</table>

F. In furtherance of its Small Business Program, Sound Transit may establish a Small Business Goal for each subcontract. Bidders to the Contractor shall make good faith efforts to implement the Small Business Program, including meeting or exceeding the Small Business Goal, if any. Participation by DBEs that meet the requirements in this Section 00400 will be counted toward achievement of the Small Business Goal and the DBE Goal, if any. For purposes of award and performance of a subcontract, the Small Business Goal shall apply to the subcontract contract price.

G. To be counted toward achievement of the Small Business Goal, Small Businesses shall perform a commercially useful function. If the owner(s) of the Small Business does not or is unable to demonstrate ownership, control or legitimate performance, the Contractor shall not count the participation toward the Small Business and DBE Goals. For consistency between Sound Transit’s
Small Business Program and its Disadvantaged Business Enterprise Program, the Contractor and its subcontractors shall use the regulations in 49 CFR Section 26.55 as guidance in evaluating and monitoring the participation of all businesses toward meeting the Small Business Goal and for determining how to count such participation. A copy of 49 CFR Section 26.55 is attached as Appendix A to this Section 00400.

H. If, during the progress of the Work, a business listed by the Contractor or a subcontractor on a Small Business Commitment is determined not to meet the Small Business, DBE or both Small Business and DBE eligibility criteria, the utilization of said business will not be counted toward the fulfillment of a Small Business Commitment. The Contractor or subcontractor shall substitute another business that meets the Small Business and DBE eligibility provisions in order to fulfill its commitment to Small Business and DBE participation. Such substitution shall be at no additional cost to Sound Transit.

I. If Change Orders are executed which increase the Contract Price under this Contract or a subcontract price, the Contractor or subcontractor shall make good faith efforts to meet or exceed the Small Business Goal, if any, when negotiating and performing said Change Orders.

J. "Good faith efforts" means the Contractor, bidders to the Contractor and subcontractors took all necessary and reasonable steps, which by their scope, intensity, and appropriateness could reasonably be expected to achieve the applicable Small Business and DBE Goals. Sound Transit will consider the quality, quantity, and intensity of the different kinds of efforts that were made to demonstrate that the Contractor and subcontractor, as applicable, actively and aggressively tried to obtain participation by Small Businesses and DBEs. The following is a list of actions that could be made:

1. Select portions of the subcontract work to be performed by Small Businesses and DBEs in order to increase the likelihood that the Small Business and DBE Goals will be achieved. This includes, where appropriate, breaking out work items into economically feasible units to facilitate participation by Small Businesses and DBEs, even if the Contractor or subcontractor might otherwise prefer to perform these work items with its own forces. Solicit through all reasonable and available means the interest of Small Businesses and DBEs that are available and have the capabilities to perform the subcontract work or portions of the subcontract work. These solicitations must be made within sufficient time to allow Small Businesses and DBEs to respond to the solicitation.

2. Provide interested Small Businesses and DBEs with adequate information about the plans, specifications, and contractual requirements (e.g., bonding, insurance, labor requirements, and other requirements to be required by the Contractor in any subcontract) of the work in a timely manner to assist them in responding to a solicitation or proposed Change Order, as applicable. Failure to inform Small Businesses and DBEs of such contractual requirements shall be considered to be a lack of good faith efforts.

3. Negotiate in good faith with interested Small Businesses and DBEs. It is the Contractor's responsibility to ensure bidders to the Contractor make a portion of the work available to Small Businesses and DBEs and to select
those portions of the work consistent with the available businesses, so as to facilitate Small Business and DBE participation.

4. Not reject Small Businesses and DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

5. Make efforts to assist interested Small Businesses and DBEs in obtaining bonding, lines of credit, or insurance.

6. Make efforts to assist interested Small Businesses and DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

That there may be some additional costs involved in finding and using Small Businesses and DBEs is not in itself sufficient reason for the Contractor's or subcontractor's failure to meet the Small Business and DBE Goals, as long as such costs are reasonable. Also, the ability or desire of the Contractor or subcontractor to perform the work of a subcontract with its own organization does not relieve the Contractor or subcontractor of the responsibility to make good faith efforts. Neither the Contractor nor a subcontractor is required to accept higher quotes from Small Businesses and DBEs if the price difference is excessive or unreasonable; provided that, upon Sound Transit's direction, the Contractor or subcontractor shall submit to Sound Transit the analysis from which it was concluded that the price difference was excessive or unreasonable.

K. The Contractor shall submit, and shall ensure its subcontractors submit, reports, documents and records regarding participation by Small Businesses and DBEs, on forms as may be provided by Sound Transit, with each payment request, including the final payment request, submitted by the Contractor.

1.04 SOUND TRANSIT'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) GOALS

In furtherance of its policies prohibiting discrimination in employment, Sound Transit has established Equal Employment Opportunity (EEO) requirements and goals. Such EEO requirements and goals are set forth in the Labor Compliance Manual. The Contractor and its subcontractors shall carefully review the EEO requirements and goals and make good faith efforts to comply with such requirements in submitting bids and performing work under this Contract and subcontracts.

1.05 APPRENTICE UTILIZATION GOAL

Sound Transit has determined there is a need for increased training and apprenticeship opportunities in the construction industry and that a diverse and well-trained workforce is critical to the economic as well as social vitality of the region. Sound Transit has established an Apprenticeship Utilization Goal of 20% of all labor hours under this Contract, including all subcontracts. While the 20% Apprenticeship Utilization Goal is not a mandatory minimum goal, the Contractor is expected to make, and to ensure its subcontractors make, a good faith effort to meet this goal.

1.06 FEDERAL EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND AFFIRMATIVE ACTION REQUIREMENTS

A. As required by 41 CFR 60-1.4, during performance of this Contract and each subcontract thereunder, the Contractor and subcontractors agree as follows:

1. The Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion,
sex, or national origin. The Contractor and subcontractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor and subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor or subcontractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor and subcontractors will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's and subcontractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply, and ensure its subcontractors comply, with all provisions of Executive Order 11246 of September 24, 1965, including amendments thereto, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish, and ensure its subcontractors furnish, all information and reports required by Executive Order 11246 of September 24, 1965, including amendments thereto, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by Sound Transit and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's or a subcontractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract or subcontract, as applicable, may be canceled, terminated, or suspended in whole or in part and the Contractor or subcontractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, including amendments thereto, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, including amendments thereto, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of this Paragraph A, including the introductory sentence and subparagraphs 1 through 7 in every
Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as Sound Transit may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by Sound Transit, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Subcontracts. The Contractor and its Subcontractors shall include the equal opportunity clause set forth in Paragraph A above in each of its nonexempt Subcontracts.

C. As required by 41 CFR 60-4.2, the Contractor shall comply, and shall ensure its subcontractors comply, with the following:

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, as amended)

1. The Contractor’s and its subcontractors’ attention is called to the Federal EEO Requirements set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s and subcontractors’ aggregate workforces in each trade on all construction work in the covered area, are as follows:

<table>
<thead>
<tr>
<th>Goals for minority participation in each trade</th>
<th>Goals for female participation in each trade</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.2% (King and Snohomish Counties)</td>
<td>6.9%</td>
</tr>
<tr>
<td>6.2% (Pierce County)</td>
<td>6.9%</td>
</tr>
</tbody>
</table>

These goals are applicable to all the Contractor's and subcontractors' construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor or a subcontractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor or subcontractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's and its subcontractors' compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Federal Contract Specifications set forth in 41 CFR 60-4.3(a), and their efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of each subcontract, and in each trade, and the Contractor and its subcontractors shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer
of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed on construction work.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction Subcontract in excess of $10,000 at any tier for construction work under this Contract. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the Subcontract is to be performed.

4. As used in this Notice, and in this Contract, the “covered area” is Snohomish, King and Pierce Counties of the state of Washington.

D. As required by 41 CFR 60-4.3, the Contractor shall comply, and ensure its subcontractors comply, with the following:

**Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

1. As used in these Federal Contract Specifications:
   a. “Covered area” means the geographical area described in this Contract;
   b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   d. “Minority” includes:
      i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these Federal Contract Specifications and the Notice which contains the
applicable goals for minority and female participation and which is set forth in the solicitations from which each subcontract resulted.

3. If the Contractor or a subcontractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in the following paragraphs 7a through p of these Federal Contract Specifications. The goals set forth in this Contract are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor and its subcontractors should reasonably be able to achieve in each construction trade in which they have employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor and its subcontractors are expected to make substantially uniform progress in meeting the goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor or a subcontractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's or subcontractor's obligations under these Federal Contract Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor or a subcontractor during the training period, and the Contractor or subcontractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor and each subcontractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's and each subcontractor's compliance with these Federal Contract Specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor and each subcontractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's or subcontractor's employees are assigned to work. The Contractor or subcontractor, where possible, will assign two or more women to each construction project. The Contractor or subcontractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor, its subcontractors or unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor or subcontractor by the union or, if referred, not employed by the Contractor or subcontractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor or subcontractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor or subcontractor has a collective bargaining agreement has not referred to the Contractor or subcontractor a minority person or woman sent by the Contractor or subcontractor, or when the Contractor or subcontractor has other information that the union referral process has impeded the Contractor's or subcontractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's or subcontractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor
and each subcontractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's and subcontractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor and subcontractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these Federal Contract Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's and subcontractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's or subcontractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's or subcontractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor or subcontractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's or subcontractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's and subcontractors' obligations under these Federal Contract Specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's or subcontractor's EEO policies and affirmative action obligations.

8. The Contractor and subcontractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Federal Contract Specifications provided that the Contractor or subcontractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's or subcontractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor or subcontractor. The obligation to comply, however, is the Contractor's or subcontractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's or subcontractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor and its subcontractors, however, are required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor or a subcontractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor and its subcontractors shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor and each subcontractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor and each subcontractor shall carry out such sanctions and penalties for violation of these Federal Contract Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor or subcontractor who fails to carry out such sanctions and penalties shall be in violation of these Federal Contract Specifications and Executive Order 11246, as amended.

13. The Contractor and each subcontractor, in fulfilling its obligations under these Federal Contract Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these Federal Contract Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor or a subcontractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these Federal Contract Specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor and each subcontractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

1.07 SANCTIONS FOR NON-COMPLIANCE WITH NON-DISCRIMINATION OR DIVERSITY PROGRAM REQUIREMENTS

A. In the event the Contractor or its Subcontractors fail to comply with any substantive requirement of the Contract related to non-discrimination, participation by Small Businesses and/or Disadvantaged Business Enterprises,
equal employment opportunity or apprentice utilization, Sound Transit or the Contractor, as applicable, may impose sanctions as it may determine to be appropriate, including, but not limited to, the following:

1. Require the Contractor to take remedial action to bring a bidder or Subcontractor into compliance;
2. Refuse to award a subcontract to a bidder;
3. Debar the bidder from future contracts with Sound Transit;
4. File civil and/or criminal action(s) against the bidder and, if applicable, its proposed Sub-subcontractors, suppliers, employees, agents and representatives.

B. In the event the Contractor and/or its Subcontractors fail to comply with any substantive requirement of the Contract or a subcontract related to non-discrimination, participation by Small Businesses and/or Disadvantaged Business Enterprises, equal employment opportunity or apprentice utilization, Sound Transit or the Contractor, as applicable, may impose sanctions as it may determine to be appropriate, including but not limited to:

1. Requiring the Contractor to take remedial action to bring the Contractor or Subcontractor into compliance;
2. Withholding payments to the Contractor until the Contractor or Subcontractor is in compliance;
3. Suspending this Contract or a subcontract;
4. Terminating this Contract or a subcontract;
5. Debarring the Contractor or Subcontractor from future contracts with Sound Transit; and/or
6. Filing civil and/or criminal action(s) against the Contractor and, if applicable, its Subcontractors, suppliers, employees, agents, and representatives.

1.08 FLOW-DOWN REQUIREMENT
The Contractor shall include the applicable provisions of this Section 00400 in every Subcontract, including procurements of materials and leases of equipment, unless specifically exempt in writing by Sound Transit. The Contractor shall take such action with respect to any Subcontract or procurement as Sound Transit may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request Sound Transit to enter into such litigation to protect the interests of Sound Transit.
APPENDIX A 49 CFR 26.55

[Code of Federal Regulations]
[Title 49, Volume 1]
[Revised as of October 1, 2002]
From the U.S. Government Printing Office via GPO Access

[CITE: 49CFR26.55]
[Page 280-282]

TITLE 49--TRANSPORTATION

SUBTITLE A--OFFICE OF THE SECRETARY OF TRANSPORTATION

PART 26--PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS--

Table of Contents

Subpart C--Goals, Good Faith Efforts, and Counting

Sec. 26.55 How is DBE participation counted toward goals?

(a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the
firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

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

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1)(i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
(ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2)(i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers’ own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in Sec. 26.87(i)).

(g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.

(h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

EXHIBIT 5 – OWNER CONTROLLED INSURANCE PROGRAM (SAMPLE)
Request for Qualifications and Proposed Approach
For General Contractor/Construction Manager Services

UNIVERSITY LINK LIGHT RAIL SYSTEMS
CONSTRUCTION CONTRACT U830

RFQ/PA NO. RTA/LR 148-10

EXHIBIT 5

OWNER CONTROLLED INSURANCE PROGRAM

THIS PROCUREMENT MAY BE SUBJECT TO ONE OR MORE FINANCIAL ASSISTANCE CONTRACTS BETWEEN SOUND TRANSIT AND THE U.S. DEPARTMENT OF TRANSPORTATION, WHICH INCORPORATE THE CURRENT FTA MASTER AGREEMENT AND CIRCULAR 4220.1F AS AMENDED. U.S. DEPARTMENT OF TRANSPORTATION’S LEVEL OF FINANCIAL ASSISTANCE MAY BE BETWEEN ZERO AND EIGHTY PERCENT (0-80%).
OWNER CONTROLLED INSURANCE PROGRAM

Insurance Manual

Dated 06/15/2011

Central Puget Sound Regional Transit Authority
dba Sound Transit
Seattle, Washington
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What this Manual Does Not Do

Off-site operations are excluded

Workers’ Compensation and Stop-Gap Employers Liability

Commercial General Liability

Stop-Gap Employers Liability

Contractors’ Pollution Liability

Excess Liability

Builder’s Risk Coverage

OCIP Termination or Modification
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Overview

Welcome to the Sound Transit Owner Controlled Insurance Program

Sound Transit has arranged insurance specifically for the University Link Light Rail project under an Owner Controlled Insurance Program (OCIP). An OCIP is a single insurance program that insures Sound Transit, the General Contractor, all Enrolled Contractors, Enrolled Subcontractors and other designated parties for work performed at the Project Site and designated off-site exposures (if any). Certain Contractors and Subcontractors are ineligible for this program. These parties are identified in the Definitions section of this manual.

Coverage under the OCIP includes General Liability, Stop-Gap Employers Liability, Contractors’ Pollution Liability, Excess Liability, and Builder’s Risk insurance.

All Eligible Contractors and Subcontractors are Required to Enroll

All eligible Contractor and Subcontractors are required to enroll in the University Link Owner Controlled Insurance Program. Eligibility is defined in Section 4 of this Manual – under Covered Parties and Parties Not Covered.

Sound Transit will pay the insurance premiums for the OCIP coverages described in this manual. You should notify your insurer(s) to delete from your practice insurance program charges and coverage for the on-site activities of this Project that are covered under the OCIP. Each bidder is required to EXCLUDE from its bid price its normal cost for the insurance coverages to be provided by Sound Transit, for work performed within the Project Site.

Note

Insurance coverages and limits provided under the OCIP are limited in scope and are specific to this project only. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.
About This Manual

Willis and Sound Transit prepared this manual. Willis is the OCIP Administrator for this project. The manual is designed to identify, define, and assign responsibilities for the administration of the OCIP for the University Link Light Rail Project (U-Link).

What This Manual Does

This Manual:
- Generally describes the OCIP
- Identifies responsibilities of the various parties involved in the project
- Provides a basic description of the OCIP operation
- Describes audit and administrative procedures
- Provides answers to basic questions about the OCIP
- May be updated through the course of the Project if necessary

What this Manual Does Not Do

This Manual does not:
- Provide coverage interpretations
- Provide complete information about coverages
- Provide answers to specific claims questions

Specific questions about the OCIP, its administration, or the coverages provided should be referred to the OCIP Administrator and the Sound Transit Risk Management Division, through the project Resident Engineer, identified in the Project Directory section immediately following this introduction.

Disclaimer

The information in this manual is intended to outline the OCIP Insurance Program. If any conflict exists between this manual and the OCIP insurance policies, the policies will govern.

Key Information

This manual includes several important sections that provide quick reference information for Contractors and Subcontractors. Among these are:
- **Project Directory:** a listing of key contacts that can provide further information
- **Definitions:** a list of words and phrases used in the manual and their meanings
- **Forms:** copies of OCIP forms and instructions for their use
OCIP Project Directory

Updated Contacts can be found on the University Link OCIP Website. These include OCIP Administration, Sound Transit Risk Management and Construction Management Personnel.

The University Link OCIP website can be found at:

http://www.soundtransit.org/About-Sound-Transit/Procurement-and-contracts.xml
[click on U-Link OCIP online]; or


Follow the link to U-Link OCIP and Look for Contacts.

OCIP Administration

<table>
<thead>
<tr>
<th>Onsite OCIP Administration Representative – (OAR)</th>
<th>Willis of Texas, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1827 Broadway</td>
</tr>
<tr>
<td></td>
<td>Seattle, WA  98122</td>
</tr>
</tbody>
</table>

Sound Transit Risk Management Division

<table>
<thead>
<tr>
<th>Risk Management Division</th>
<th>Union Station</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>401 S. Jackson Street</td>
</tr>
<tr>
<td></td>
<td>Seattle, WA 98104</td>
</tr>
</tbody>
</table>
Project Definitions

The following definitions apply to this project and to the descriptions of the OCIP used in this manual.

<table>
<thead>
<tr>
<th>Certificate of Insurance:</th>
<th>A document providing evidence of the existence of coverage provided by a particular insurance policy or policies.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract:</td>
<td>A written agreement between the Sponsor (Sound Transit) and General Contractor for specific work. Also, an agreement between the General Contractor and any tier of Subcontractor, or between Subcontractors.</td>
</tr>
<tr>
<td>Contractor:</td>
<td>As respects the OCIP, “Contractor” includes construction managers, prime contractors, general contractors, and subcontractors of all tiers that perform work on the project site.</td>
</tr>
<tr>
<td>Deductible:</td>
<td>The amount the Contractor or Subcontractor is responsible for paying as its contribution to settlement of an insured loss.</td>
</tr>
<tr>
<td>Enrolled:</td>
<td>Contractors who have been awarded work, met the enrollment requirements, and have been issued a Certificate of Insurance by the OCIP Administrator.</td>
</tr>
<tr>
<td>Excluded Parties:</td>
<td>Contractors or companies excluded from the OCIP:</td>
</tr>
<tr>
<td></td>
<td>• Contract haulers or truckers (or others merely making deliveries to, or pickups from, the project site);</td>
</tr>
<tr>
<td></td>
<td>• Vendors, suppliers (who do not perform or subcontract installation), material dealers, manufacturing representatives, and equipment rental companies who perform equipment maintenance (does not apply to those who provide operators);</td>
</tr>
<tr>
<td></td>
<td>• Architects, surveyors, engineers, and their consultants;</td>
</tr>
<tr>
<td></td>
<td>• Asbestos abatement or other hazardous materials remediation contractors;</td>
</tr>
<tr>
<td></td>
<td>• Contractors whose sole scope of work includes Exterior Insulation Finishing Systems;</td>
</tr>
</tbody>
</table>
## Project Definitions

- Contractors whose sole scope of work includes blasting and/or demolition;
- Guard services, janitorial services, food services and other temporary services; and
- The Owner, at its discretion, may exclude others from the OCIP.

<table>
<thead>
<tr>
<th>Insured:</th>
<th>Owner, General Contractor, Enrolled Contractors and Subcontractors of all tiers, and any other party so named in the insurance policies.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Insurer:</th>
<th>The insurance companies named on policies and Certificates of Insurance that provide coverage for the OCIP.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Owner Controlled Insurance Program (OCIP):</th>
<th>A coordinated master insurance, safety and claim management program, under which Commercial General Liability, Employers Stop-Gap Liability, Contractors’ Pollution Liability, Excess Liability, and Builders Risk are procured and provided on a specific project basis for all Enrolled Contractors while performing operations at the Project Site. The OCIP coverages are limited in scope and are specific to the University Link Light Rail projects U215, U220, U230, U240, U250, U830, U835, U840, and U850.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>OCIP Administrator:</th>
<th>The firm responsible for the brokering and administration of the OCIP. The administration team consists of personnel from Willis of Texas, Inc. supported by National Insurance Consultants, Inc.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>OCIP Administration Representative (OAR):</th>
<th>A representative of the OCIP Administrator present at the University Link Light Rail jobsite who is responsible for contractor enrollment, the handling of claim and incident reports, and general OCIP administration.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Owner:</th>
<th>Central Puget Sound Regional Transit Authority dba Sound Transit.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Project Site / Activities:</th>
<th>University Link Light Rail Project – The premises, as designated by Sound Transit, including operations necessary or incidental to the Project Site. This does not include Contractor’s regularly established workplace, plant, factory, office, shop, warehouse, permanent yards, or other off-site locations, even if such locations are for fabrication of materials to be used at the Project Site.</th>
</tr>
</thead>
</table>
OCIP Insurance Coverages

This chapter provides a brief description of OCIP Coverages.

The Contractor shall refer to the actual policies for details concerning coverage, exclusions, and limitations.

While the OCIP is intended to provide uniform coverages and reasonable limits, the OCIP is not intended to meet all the insurance needs of the Enrolled Contractors.

Contractor shall discuss the OCIP with its insurance agent or consultant to ensure that proper coverages are maintained. The Contractor's agent shall also be notified that the work performed on-site will be covered under the OCIP.

The intent of this notification is to inform the Contractor's standard program underwriters that the insurance coverages provided under the OCIP are primary on the project site and the Contractors practice policies can be endorsed to exclude the work at the project site.

Covered Parties

Parties covered as named insureds include Sound Transit, the University of Washington, Enrolled General Contractor, Enrolled Contractors, Enrolled Subcontractors, and Enrolled Construction Managers doing At-Risk work. Parties included as additional insureds include all those designated by Sound Transit and any other party that Sound Transit is required by contract to add as an additional insured. All insurance policies will be endorsed accordingly.

Parties Not Covered

Parties excluded from coverage include vendors, suppliers, material dealers, and others, who merely transport, pick up, deliver, or carry materials, personnel, parts, equipment, or any other items to or from the project site. See the Definitions Section for a listing of Excluded Contractors.
Evidence of Coverage

The OCIP Administrator will provide a Certificate of Insurance evidencing General Liability, Employers Stop-Gap Liability, Contractors’ Pollution Liability, and Excess Liability to each Enrolled Contractor. Contractor agrees to be bound by the terms and conditions as contained in such insurance policies. The Builders Risk policy will be available for review. Copies of all other policies are available to Enrolled Contractors upon written request to the OCIP Administrator and Sound Transit Risk Management Division, submitted through the project Resident Engineer.

Description of OCIP Coverages

The following sections describe the policies that Sound Transit has arranged for this project.

Commercial General Liability (Off-site operations are excluded)

<table>
<thead>
<tr>
<th>Limits of Liability</th>
<th>Shared by all Enrolled Contractors</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage Legal Liability (any one fire)</td>
<td>$100,000</td>
</tr>
<tr>
<td>Medical Expense Limit (any one person)</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

- Insurance Services Office Occurrence Form 2004 or later
- Named insured schedule
- Amended bodily injury definition
- Designated projects endorsement
- Contractual liability limitation
- Extended Completed Operations six (6) years

General Liability Deductibles will apply in varying amounts. Contractors must refer to their individual Contracts to determine applicable deductibles.

Stop-Gap Employers Liability

<table>
<thead>
<tr>
<th>Limits per Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury by Accident, each accident</td>
</tr>
<tr>
<td>Bodily Injury by Disease, each employee</td>
</tr>
<tr>
<td>Bodily Injury by Disease, policy limit</td>
</tr>
</tbody>
</table>

Contractors’ Pollution Liability

<table>
<thead>
<tr>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
</tr>
<tr>
<td>Policy Aggregate</td>
</tr>
</tbody>
</table>
OCIP INSURANCE COVERAGES

Contractors’ Pollution Liability Deductibles will apply in varying amounts. Contractors must refer to their individual Contracts to determine applicable deductibles.

**Excess Liability**

<table>
<thead>
<tr>
<th>Limits of Liability</th>
<th>Shared by All Insureds per Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$100,000,000</td>
</tr>
<tr>
<td>Annual General Aggregate Limit</td>
<td>$100,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate Limit</td>
<td>$100,000,000</td>
</tr>
</tbody>
</table>

- Six (6) Year Products & Completed Operations Extension beyond completion of the project

**Builder’s Risk Coverage**

<table>
<thead>
<tr>
<th>Limits of Liability</th>
<th>Shared by All Insureds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Limits</td>
<td>$400,000,000</td>
</tr>
<tr>
<td>Sublimit:</td>
<td></td>
</tr>
<tr>
<td>Earthquake (per occurrence and annual aggregate)</td>
<td>$50,000,000</td>
</tr>
<tr>
<td>Flood (per occurrence and annual aggregate)</td>
<td>$50,000,000</td>
</tr>
<tr>
<td>Transit</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>Offsite Storage</td>
<td>$10,000,000</td>
</tr>
</tbody>
</table>

Covers damage to materials, equipment, and fixtures to be permanently incorporated into the work. Coverage provides protection against physical loss or damage subject to normal policy conditions and exclusions.

**Builder’s Risk Deductibles will apply in varying amounts. Contractors must refer to their individual Contracts to determine applicable deductibles.**

Contractor and its subcontractors shall be solely responsible for any loss or damage to their personal property including, without limitation, property acquired or provided under this agreement until installed at the project site, Contractors’ tools and equipment, scaffolding and temporary structures, whether owned, leased, or rented by Contractor.
Note

Contractors are advised to arrange their own insurance for Contractor-Owned equipment and materials not intended for inclusion in the project. The OCIP will not cover Contractor property.

The listing of coverages above is only a summary. Refer to actual policies for complete details of coverage.

DEDUCTIBLE RESPONSIBILITY WILL BE ASSESSED TO THE RESPONSIBLE CONTRACTOR(S) BASED UPON THE INSURANCE CARRIER'S INVESTIGATION OF THE FACTS AND THEIR APPORTIONMENT OF LIABILITY.

OCIP Termination or Modification

Sound Transit reserves the right to terminate or modify the OCIP, or any portion thereof. Sound Transit will provide sixty (60) days advance written notice of termination or material modification to the Enrolled Contractor(s) covered by the OCIP. In such event, the Enrolled Contractor(s) will promptly obtain appropriate replacement insurance coverage acceptable to Sound Transit prior to the effective date of the termination or modification of the OCIP coverages.

Any Contractor who has completed their work at the project site, and whose insurance provided by Sound Transit's OCIP has been terminated, and who returns to the site to perform warranty work, does so under its own insurance coverages and not under those provided by Sound Transit's OCIP. Contractor shall remove the Designated Workplace Exclusion Endorsement from their policies when the OCIP coverage is terminated.
Contractor-Provided Coverages

Contractors and subcontractors are required to maintain coverage to protect against losses that occur away from the Site or that are otherwise not covered under the OCIP.

Contractor(s) are required to maintain insurance coverage that protects Sound Transit from liabilities arising from the Contractor's operations performed away from the Project site, for types of coverage not provided by the OCIP and for operations performed in connection with this Contract by Excluded Contractors.

Prior to commencement of Work on any Sound Transit Construction Project Sites, the Contractors and Subcontractors will provide Sound Transit with Certificates of Insurance evidencing insurance coverage as described below. All required insurance coverage shall be written by insurance companies meeting Sound Transit’s financial security requirements, (A.M. Best’s Key Rating A-; VII or higher), which are approved by the Washington State Insurance Commissioner pursuant to Title 48 RCW and are licensed to do business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker). Such Certificates shall reference Sound Transit’s Contract number and title of the Contract. Contractors and Subcontractors will provide thirty (30) days advance written notice to Sound Transit in the event Contractors or Subcontractors insurance policies are cancelled, non-renewed, or materially reduced in coverage. Sound Transit may prevent any party from entering the project site until the Certificates are on file irrespective of whether a Notice to Proceed (NTP) has been issued.

Certificates must conform to the following requirements:

a. An ACORD certificate Form 25, or equivalent, showing the insuring company, policy effective dates, declaration page with limits of liability, and the Schedule of Forms and endorsements.

b. Copies must be provided of the endorsements or policy provisions: (a) naming Sound Transit and any other required entities as Additional Insured(s) and stating that coverage is primary and noncontributing, showing the policy number, and signed by an authorized representative of the insurance company on ISO Forms CG 20 10 and CG 20 37, or equivalent, or (b) the blanket additional insured policy provision or endorsement, including on-going operations and completed operations; and (c) waiving subrogation in favor of Sound Transit, its respective officers, agents, and/or employees, any other Contractor and...
Subcontractor performing work at the site, and any additional entities designated by Sound Transit.

c. The Certificate(s) shall not contain the following or similar wording regarding cancellation notification to Sound Transit: “Failure to mail such Notice shall impose no obligation or liability of any kind upon the company.”

d. The Certificate(s) shall not contain the phrase “endeavor to” or any substantially similar phrase, regarding issuance of written Notice of Cancellation of the policies prior to their expiration date.

e. At Sound Transit’s discretion, and within ten (10) days of its written request, the Contractor shall deliver to Sound Transit certified copies of all policies of insurance and receipts for payment of premium thereon.

The limits of liability shown for the insurance required of the Contractor(s) are minimum limits only and are not intended to restrict the liability imposed on the Contractor(s) for work performed under their Contract.

<table>
<thead>
<tr>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractors ineligible to participate in the OCIP shall also provide evidence of all insurance listed below. Sound Transit and other parties, as required by Contract, shall be named as additional insureds.</td>
</tr>
</tbody>
</table>

**Automobile Liability**

Commercial Automobile Liability insurance shall cover the operation, maintenance, use, including loading and unloading, of all vehicles owned by, hired by, or used by or on behalf of the Contractor on or away from the Project Site. The policy shall be endorsed to name Sound Transit and other entities as additional insureds and to waive all rights of subrogation in favor of Sound Transit and other entities as required by Contract.

Combined Single Limit

\[ \text{\textbf{\$1,000,000}} \]

**Workers’ Compensation and Stop-Gap Employers Liability**

**Part One - Workers’ Compensation:**

Contractors and Subcontractors will secure Workers Compensation insurance for industrial injuries to their employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor and Subcontractors will be responsible for Workers Compensation insurance for any Subcontractors who provide Work under Subcontract. Any Contractor or Subcontractor qualified as a self-insurer under Chapter 51.14 of the Revised Code of
CONTRACTOR-PROVIDED COVERAGES

Washington shall so certify to the Owner by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees. Any excess policy must be endorsed to include a waiver of subrogation in favor of Sound Transit and other entities as required by Contract.

Part Two - Stop-Gap Employers Liability:

<table>
<thead>
<tr>
<th></th>
<th>Annual Limits:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contractor</strong></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury by Accident, each accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Bodily Injury by Disease, each employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Bodily Injury by Disease, policy limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The Stop-Gap Employers Liability policy must be endorsed to include a waiver of subrogation in favor of Sound Transit and other entities as required by Contract. The Waiver of Subrogation must be evidenced by endorsement on the face of the Certificate of Insurance.

**Commercial General Liability and Excess/Umbrella Liability**

Coverage shall be on an Occurrence form and apply to bodily injury and property damage for operations (including explosion, collapse, and underground coverage), personal and advertising injury, independent contractors, and products and completed operations.

<table>
<thead>
<tr>
<th>Limits of Liability</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal/Advertising Injury Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Watercraft and Aircraft Liability**

Should watercraft or aircraft of any kind be used by Contractor, Subcontractor of any tier, or by anyone else on its behalf, Contractor or Subcontractor shall maintain, or cause the operator of the watercraft or aircraft to maintain, liability insurance with a minimum Combined Single Limit for Bodily Injury and Property Damage, including passengers, of $5,000,000 per Occurrence naming Sound Transit and other entities as required by Contract as additional insureds with primary and non contributing wording.

**Note: Waivers and Additional Insureds Required**

**Waiver of Subrogation:** Contractors’ General Liability, Automobile Liability, Umbrella/Excess Liability and Property (if applicable) insurers shall provide Waivers of Subrogation in favor of Sound Transit, its respective officers, agents and/or employees, any other Contractor and Subcontractor performing work at the site, and any additional entities designated by Sound Transit.
**CONTRACTOR-PROVIDED COVERAGES**

**Additional Insured:** Contractors’ General Liability, Automobile Liability, Umbrella/Excess Liability, and Watercraft and Aircraft (if applicable) policies shall name Sound Transit, its officers, elected officials, employees, agents, and representatives, and any additional entities designated by Sound Transit as Additional Insureds, and such coverage shall be primary and non-contributing.
Contractor Responsibilities

Throughout the course of the Project, Contractors will be responsible for reporting and maintenance of certain records as outlined in this section.

The Contractor is required to cooperate with Sound Transit, the OCIP Administration Representative, and the OCIP Insurers in all aspects of OCIP operation and administration. Responsibilities of the Contractor include:

- Identifying the cost of insurance excluded from bids
- **Enrolling in the OCIP**
  - Including OCIP provisions in all subcontracts
  - Providing timely evidence of insurance in compliance with Contract Documents to the OCIP Administration Representative
- Notifying the OCIP Administration Representative of all subcontracts awarded
- Cooperating with the OCIP Administration Representative’s requests for information
- Complying with insurance, Claim and Incident reporting, and safety procedures
- **Paying deductibles or self-insured retentions promptly as required**
- Notifying the OCIP Administration Representative immediately of any insurance cancellation, non-renewal, or material change in Contractor required insurance

Contractor Bids

Sound Transit provides insurance for all Eligible, Enrolled Contractor(s) under the OCIP for work performed at the project site. Contractor bids and change orders MUST exclude insurance costs for these coverages. All Contractor bids must include a completed Pre-Award Insurance Cost Worksheet (Form-1).
CONTRACTOR RESPONSIBILITIES

Enrollment

Each Contractor shall provide details about its Subcontractors as necessary to enroll them in the OCIP. Sound Transit will need all of the information requested on the OCIP Insurance Application (Form-2) in Section 8. This form must be completed and submitted to the OCIP Administration Representative prior to mobilization to obtain coverage under the OCIP. For subcontracting which will occur after the Notice to Proceed (NTP) is issued to the General Contractor, the information must be provided before such subcontractor mobilizes on site.

A separate OCIP Insurance Application (Form-2) is required for each Contract on each project under which any Enrolled Contractor or Subcontractor is performing work.

When a Contractor is enrolled in the OCIP, they will receive a Certificate of Insurance from the OCIP Administration Representative acknowledging such enrollment.

<table>
<thead>
<tr>
<th>Note: Enrollment Not Automatic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enrollment into the OCIP is required, but not automatic. Eligible Contractor(s) MUST complete the enrollment forms and participate in the enrollment process for OCIP coverages to apply. Access to the Project Site will not be permitted until enrollment is complete.</td>
</tr>
</tbody>
</table>

Assignment of Return Premiums

Sound Transit will pay the cost of the OCIP insurance coverages. Sound Transit will be the sole recipient of any return OCIP premiums or dividends. All Enrolled Contractor(s) and Subcontractors shall assign to Sound Transit all adjustments, refunds, premium discounts, dividends, credits or any other monies due from the OCIP insurers.

Completion of Work

When an Enrolled Contractor or Subcontractor has completed its work, each Enrolled Contractor shall complete the attached Notice of Completion (Form-3) and submit it to the OCIP Administration Representative. The forms are included in Section 8 of this Manual. Sound Transit will not release final Payment until all necessary forms have been submitted to the OCIP Administration Representative.

Incident Reporting

Each Contractor and Subcontractor and their employees and agents shall report all witnessed incidents of property damage and/or bodily injury to the Resident Engineer and the OCIP Administration Representative by completing the Incident Report Form (Form-4). This form is used
to record any eye-witness accounts of the incident. It is not used to establish an insurance claim. (For example, if a contractor employee accidentally strikes a member of the public with a hammer, the contractor employee shall immediately report the incident using the Incident Report Form.) The injured party, in order to establish a claim against Sound Transit and commence an insurance claim to seek remuneration for his or her damages, must complete and submit a Sound Transit Claim Form (Form-5), which is filed through the Sound Transit Board Administrator. The reporting address appears at the top of Form-5.

Claims Reporting

Sound Transit has established specific procedures for Claim Reporting under the University Link OCIP. In order for a person or entity to bring a liability claim against Sound Transit and begin the formal insurance claim process, a Sound Transit Claim Form (Form-5) must be completed and transmitted to the Sound Transit Board Administrator. For the purposes of timely reporting to the OCIP insurers, a claim against Sound Transit is not considered reported, regardless of any other person’s knowledge of the claim or potential claim, until a completed Sound Transit Claim Form is received by the Sound Transit Board Administrator. All claims must be reported immediately upon discovery of the alleged loss but no later than 14 days from discovery.

Each Contractor and Subcontractor shall follow the incident and claims reporting procedures as established by Sound Transit. Contractors and Subcontractors agree to assist and cooperate in every manner possible in connection with the investigation and adjustment of all claims, which Sound Transit’s OCIP insurer(s) defends. If a liability claim is made against an Enrolled Contractor, that Contractor must:

1. Immediately send copies of any demands, notices, summonses or legal papers received in connection with the claim to the Resident Engineer and the OCIP Administration Representative.
2. Cooperate with the insurer to obtain records and other information, as well as, in the investigation or settlement of the claim or defense against a suit.
3. Assist the insurer in the enforcement of any rights of recovery against any person or organization which may be liable to the Contractor or Sound Transit because of injury or damage to which the OCIP insurance may apply.
4. Refrain from making any voluntary payment, assume any obligation or incur any expense without the insurer’s consent. Any such action will be at the Contractor’s sole expense.

It is the purpose and responsibility of the OCIP Administration Representative to be a conduit of information to the Sound Transit Risk Management Division. The Sound Transit Risk Management Division Claims Group will be responsible for claims management and notification of any applicable OCIP insurers.

For details on the claim process and procedures, please refer to Section 7 Claim Procedures.
Safety Procedures

Each Contractor is required to establish a written safety program as required by the Contract Documents and to provide a full-time Safety Manager or designated safety representative who shall be on site when any work is in progress.

Off-Site Locations

General Contractor and their Subcontractors are responsible for applying for approval to have off-site locations covered. General Liability and/or Builders’ Risk may apply to lay-up or subassembly yards and Pollution Liability Coverage may apply to Non-Owned Waste Disposal Sites.

For General Liability and/or Builders’ Risk exposures, the General Contractor shall notify the project Resident Engineer and the OCIP Administration Representative of the need and shall request approval of the site. This should occur at least 30 days prior to the planned use. The request must include the location name, address, site description, use and the expected duration of the occupancy of the site. Any such off-site location must be 100% dedicated to the U-Link project.

For Pollution Liability Exposures associated with Non-Owned Disposal Sites, the General Contractor shall notify the Project Resident Engineer and the OCIP Administration Representative of the need and shall request approval of the site. Each site will be subject to underwriter specified documentation and final approval. Allow a minimum of 60 days for this approval process.

Change Order Procedures

Change orders will be bid by the Contractor and its Subcontractors to exclude their cost of insurance for the coverages that are provided by Sound Transit’s OCIP.

Close Out and Audit Procedures

When a Contractor or Subcontractor has completed its work at the project, and will no longer have on-site workers, the Enrolled Contractor shall notify Sound Transit by submitting the Notice of Completion (Form-3) to the OCIP Administration Representative. A copy of the Notice of Completion Form with instructions is in Section 8.

Any OCIP insurance claim deductibles, for which the Contractor or its Subcontractors of any tier are responsible, that have not been previously paid in response to direct billing or progress payment deduction, will be considered at the time of the Contract close-out.
Claim Procedures

This section describes basic procedures for reporting various types of claims.

Liability Claims

Accidents at or around the job site resulting in damage to property of others (other than the Work itself), or personal injury, or death, to anyone, must be reported immediately to the Resident Engineer and the OCIP Administration Representative using the Incident Report Form (Form-4).

A. Liability Claims Against Sound Transit:

If a member of the public alleges that they have suffered property damage or bodily injury and asserts a claim against Sound Transit, they or their legal representative must complete a Sound Transit Claim Form (Form-5) and submit the original to the Sound Transit Board Administrator. For the purposes of timely reporting to the OCIP insurers, a claim against Sound Transit is not considered reported, regardless of any other person's knowledge of the claim or potential claim, until a completed Sound Transit Claim Form is received by the Sound Transit Board Administrator. Refer to Section 8 for the Sound Transit Claim Form (Form-5).

B. Liability Claims Against Contractor / Subcontractor:

If a member of the public asserts a liability claim for property damage or bodily injury against a Contractor or Subcontractor, he or she is not required to submit a Sound Transit Claim Form to the Contractor or Subcontractor. If a Contractor or Subcontractor receives notice of a claim in any form from a member of the public, the Contractor or Subcontractor must immediately notify and provide copies of any documents received to the Resident Engineer and the OCIP Administration Representative. The OCIP Administration Representative will notify and provide copies of the documents received to the Sound Transit Risk Management Division Claims Group and Construction Safety Manager.

It is the purpose and responsibility of the OCIP Administration Representative to be a conduit of information to the Sound Transit Risk Management Division. The Sound Transit Risk Management Division Claims Group will be responsible for claims management and notification of any applicable OCIP insurers.
CLAIM PROCEDURES

Contractors and Subcontractors shall not voluntarily admit liability and shall cooperate with Sound Transit and OCIP insurer representatives in the accident investigation and claim adjudication process.

Upon recognition of a potential claim, any involved Contractor or Subcontractor should be prepared to take whatever reasonable steps are necessary to preserve evidence, mitigate the loss, and protect undamaged property at the direction of the Resident Engineer. The Resident Engineer will determine the scope of any mitigation activities. These may include, but are not limited to, taking photographs, videos, and measurements; preparing diagrams; and identifying any witnesses and recording their contact information.

Deductibles will apply in varying amounts. Refer to contract agreements for details and amounts. Deductible Responsibility will be assessed to the responsible Contractor(s) based upon the insurance carrier’s investigation of the facts and their apportionment of liability.

Automobile Claims

No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Contractor and Subcontractor to report accidents involving their automobiles to their own insurers.

HOWEVER, all automobile accidents involving third-parties occurring in or around the job site must be reported to the Resident Engineer and the OCIP Administration Representative using the Incident Report Form (Form-4). These accidents will be investigated to assess potential liability arising out of construction activities that may result in additional claims. Each Contractor and Subcontractor shall cooperate in the investigation of all automobile accidents.

Pollution Claims

Contractors must immediately notify the Resident Engineer, the Sound Transit Construction Safety Manager, Sound Transit Risk Management Division, and the OCIP Administration Representative of any known or suspected pollution incidents. An immediate verbal report must be followed by completion and submission of the Incident Report Form (Form-4) to the Resident Engineer, the Construction Safety Manager, Sound Transit Risk Management Division, and the OCIP Administration Representative by the end of the shift during which the incident was discovered.

Builders Risk Claims

Any involved Contractor or Subcontractor personnel shall immediately notify their supervisor, the Resident Engineer, Sound Transit Risk Management Division, and the OCIP Administration Representative of damage to work or materials on the project site or stored off-site which may be the subject of a claim under the project Builders Risk Policy using the Incident Report Form (Form-4).
The Sound Transit Claim Form (Form-5) shall be completed by any Contractor or Subcontractor alleging damage to their work or identifying property damage to the project for which they are responsible or which they discover, by the end of the shift during which the loss occurred or was discovered. Refer to Section 8 for the Sound Transit Claim Form. The completed Sound Transit Claim Form (Form-5) and any supplemental information must be sent to the project Resident Engineer and the OCIP Administration Representative.

The OCIP Administration Representative will report the claim to the Sound Transit Risk Management Division and the Construction Safety Manager. Sound Transit Risk Management Division will notify any applicable insurance company of the claim as required by the insurance policies.

The involved Contractor or Subcontractor should be prepared to take whatever reasonable steps are necessary to preserve evidence, mitigate the loss, and protect undamaged property at the direction of the Resident Engineer. The Resident Engineer will determine the scope of any mitigation activities. These may include, but are not limited to, taking photographs, videos, and measurements; preparing diagrams; and identifying any witnesses and recording their contact information.

**Deductibles will apply in varying amounts. Refer to contract agreements for details and amounts. Deductible responsibility will be assessed to the responsible Contractor(s) based upon the insurance carrier’s investigation of the facts and their apportionment of liability.**
UNIVERSITY LINK INCIDENT REPORTING PROCESS
Incidents Reported by Contractors, Sound Transit Employees, or Security

Incident Report Completed by Contractor or Subcontractor
Incident Report Completed by Sound Transit Employee
Incident Report Completed by Security

Sound Transit Resident Engineer
OCIP Administration Representative
Sound Transit Risk Management Division
Sound Transit Construction Safety

Insurers [CGL] [BR] [CPL]
UNIVERSITY LINK CLAIM REPORTING PROCESS
Liability Claims Against Sound Transit Presented by the General Public

Claim Form Completed

Delivered/Mailed to Sound Transit Board Administrator

Sound Transit Risk Management Division

Insurers [CGL] [CPL]

OCIP Administration Representative

Sound Transit Resident Engineer

Sound Transit Construction Safety

Contractor
UNIVERSITY LINK CLAIM REPORTING PROCESS

Liability Claims Against Contractor Presented by the General Public

- Attorney Demand Letter, Other Written Demand, or Summons and Complaint Delivered/Mailed to Contractor
  - Sound Transit Resident Engineer
  - OCIP Administration Representative
    - Sound Transit Risk Management Division
    - Sound Transit Construction Safety
      - Insurer [CGL]
UNIVERSITY LINK CLAIM REPORTING PROCESS

1. Builders Risk Claims Asserted Against Contractors
2. Builders Risk Claims Reported by Contractors
UNIVERSITY LINK CLAIM REPORTING PROCESS
Contractors Pollution Liability Claims – Reported by Contractors

Contractor Provides an Immediate Verbal Report Followed by a Completed Incident Report Form

Sound Transit Resident Engineer
Sound Transit Construction Safety
Sound Transit Risk Management Division
OCIP Administration Representative
Insurer [CPL]
Forms

This section contains the following forms needed for enrolling, identifying insurance costs, reporting incidents and claims, notifying of work completion, and notifying of Non-OCIP insurance coverage:

- Form 1 – Pre-Award Insurance Cost Worksheet
- Form 2 – OCIP Insurance Application
- Form 3 – Notice of Completion
- Form 4 – Sound Transit Incident Report Form
- Form 5 – Sound Transit Claim Form
- Certificate of Insurance – Sample

Note

For assistance in completing these forms, please contact the OCIP Administration Representative.
Form 1 - Pre-Award Insurance Cost Worksheet

Your bid should include costs for all the insurance coverages that Sound Transit is not providing insurance coverage for under the U-Link OCIP.

Every prospective participant must complete the Pre-Award Insurance Cost Worksheet on the following page, identifying the insurance costs you would have included in your bid if you were providing the insurance.

**COMPLETION INSTRUCTIONS**

| 1. Contractor Information: | Fill in your company’s complete legal name and dba name, including names of partners, sole proprietors, or joint venture partners. |
|                           | Fill in your headquarters address, telephone and fax numbers. |
|                           | Fill in your company's complete address. |
|                           | Fill in your company’s telephone, fax and email address of the project contact. |

| 2. Bid Information:       | Fill in any contract or specification number under which your contract falls. |
|                           | Fill in type of services your firm will be doing at the project site (Example: Concrete, Excavation, Supervisory, etc.) |
|                           | Fill in dollar amount of your initial contract. |
|                           | Fill in the dollar amount of your initial contract that you will be subcontracting to others. |
|                           | Fill in the dollar amount of your initial contract that you will be self-performing with your own labor. |
|                           | Circle your role on this project (ex. General Contractor or Joint Venture Member). |

| 3. General Liability Insurance Information: | Identify your General Liability Rate |
|                                           | Multiply by contract value |
|                                           | Divide by rate factor of $100 |
|                                           | List total estimated General Liability premium in line d. |

| 4. Excess Liability Insurance Information: | Identify your Excess Liability Rate |
|                                           | Multiply by contract value |
|                                           | Divide by rate factor of $100 |
|                                           | List total estimated Excess Liability premium in line d. |

| 5. Total of all Coverage Premiums | Add total of (#3) and (#4) and put amount here. |
| 6. Overhead & Profit:            | Fill in % of overhead and profit |
|                                  | Fill in dollar amount for overhead and profit. |
| 7. Total Cost:                   | Add (#5) and (#6) and put amount here |
**Form 1 Pre-Award Insurance Cost Worksheet**

<table>
<thead>
<tr>
<th>1. Contractor Information:</th>
<th>Federal ID No:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name &amp; dba/</td>
<td></td>
</tr>
<tr>
<td>Contact Name &amp; Title:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Bid Information:</th>
<th>Contract/Bid No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scope of Work:</td>
<td></td>
</tr>
<tr>
<td>Proposed Contract Amount:</td>
<td></td>
</tr>
<tr>
<td>Amount Subcontracted:</td>
<td></td>
</tr>
<tr>
<td>Amount Self Performed:</td>
<td></td>
</tr>
<tr>
<td>Your Role (circle one)</td>
<td></td>
</tr>
<tr>
<td>General Contractor</td>
<td></td>
</tr>
<tr>
<td>Joint Venture Member</td>
<td></td>
</tr>
</tbody>
</table>

**General Liability and Excess Liability Insurance Information:**

<table>
<thead>
<tr>
<th>3. a) General Liability Rate:</th>
<th>b) Based on</th>
<th>c) Rate Factor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Value</td>
<td>Per $100</td>
<td></td>
</tr>
</tbody>
</table>

| Total General Liability Premium | d)          |

<table>
<thead>
<tr>
<th>4. a) Excess/Umbrella Rate:</th>
<th>b) Based on</th>
<th>c) Rate Factor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Value</td>
<td>Per $100</td>
<td></td>
</tr>
</tbody>
</table>

| Total Excess/Umbrella Premium  | d)          |

<table>
<thead>
<tr>
<th>5. Total of all Coverage Premiums (total of lines 3d + 4d)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>6. Overhead &amp; Profit on Coverage Premium %</th>
<th>O/H&amp;P Amount:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7. Total Cost of Coverage (Total of lines 5 + 6)</th>
</tr>
</thead>
</table>

Please provide all documentation necessary to substantiate the total premiums outlined in lines 3d and 4d, including a calculation of subcontractor insurance costs.

**CERTIFICATION**

I HEREBY WARRANT AND CERTIFY THAT THIS WORKSHEET ACCURATELY REFLECTS THE TOTAL EXCLUDED PROJECTED INSURANCE COST (FOR BIDDER AND ALL SUBCONTRACTORS ASSOCIATED WITH THIS WORK) THAT WOULD APPLY IF MY/OUR REGULAR INSURANCE PROGRAM WERE TO PROVIDE COVERAGE FOR THIS WORK. ATTACHED ARE THE WORKSHEETS FOR THE SUBCONTRACTORS ASSOCIATED WITH THIS WORK.

Name: ___________________________ Date: ___________________________

Title: ___________________________ Signature: ___________________________
Form 2 – OCIP Insurance Application

It will be the responsibility of each Contractor to see that each of its Subcontractors complete the required forms. Failure of a Subcontractor to complete these forms could result (at Owner’s discretion) in payments to Contractor and/or Subcontractor being withheld.

The forms are used to determine a firm’s eligibility for coverage under the OCIP. Completion of the forms does not guarantee enrollment into the program.

This form must be submitted to the OCIP Administration Representative for each contract issued by the successful Contractor and/or Subcontractor prior to site mobilization. The OCIP Administration Representative will determine eligibility and issue a Certificate of Insurance showing the insurance coverage being provided under the OCIP.

<table>
<thead>
<tr>
<th>COMPLETION INSTRUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Contractor/Subcontractor Legal Name</strong></td>
</tr>
<tr>
<td><strong>2. Address</strong></td>
</tr>
<tr>
<td><strong>3. Federal ID No./SIC Code</strong></td>
</tr>
<tr>
<td><strong>4. Contacts</strong></td>
</tr>
<tr>
<td><strong>5. Minority Participation</strong></td>
</tr>
<tr>
<td><strong>Contract Information</strong></td>
</tr>
<tr>
<td><strong>6. Project Name/Description</strong></td>
</tr>
<tr>
<td><strong>7. Project Contract #</strong></td>
</tr>
<tr>
<td><strong>8. Awarding Contractor</strong></td>
</tr>
<tr>
<td><strong>9. Prime Contractor</strong></td>
</tr>
<tr>
<td><strong>10. Award Date</strong></td>
</tr>
<tr>
<td><strong>11. Start Date</strong></td>
</tr>
<tr>
<td><strong>12. Estimated Completion Date</strong></td>
</tr>
<tr>
<td><strong>13. Self-Performed %</strong></td>
</tr>
<tr>
<td><strong>14. Estimated Man-Hours</strong></td>
</tr>
<tr>
<td><strong>15. Estimated # of Subcontractors and %</strong></td>
</tr>
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<td></td>
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<tr>
<td>16.</td>
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<td>20.</td>
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<td>21.</td>
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<td>22.</td>
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<tr>
<td>23.</td>
</tr>
<tr>
<td>24.</td>
</tr>
</tbody>
</table>
FORM 2 – OCIP INSURANCE APPLICATION FORM

CONTRACTORS INFORMATION

1. LEGAL NAME: ____________________________ ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC ☐ JOINT VENTURE

2. ADDRESS: ____________________________________________________________

3. FEIN: ____________________________

4. CONTACT
   SITE: ____________________________________________
   OFFICE: ____________________________________________
   INSURANCE: ____________________________________________

5. MINORITY PARTICIPATION: ☐ DBE ☐ MBE ☐ WBE ☐ LBE ☐ OTHER

CONTRACT INFORMATION

6. PROJECT NAME/DESCRIPTION: ____________________________________________

7. PROJECT/CONTRACT #: ____________________________

8. AWARDING CONTRACTOR: ____________________________

9. PRIME CONTRACTOR: ____________________________

10. AWARD DATE: ____________________________

11. START DATE: ____________________________

12. ESTIMATED COMPLETION DATE: ____________________________

13. SELF-PERFORMED: ______%; AMOUNT $ ____________________________

14. ESTIMATED MAN-HOURS: ____________________________

15. ESTIMATED # OF SUBCONTRACTORS: _______; SUBCONTRACTED: ______% ;

16. $ ____________________________
   ☐ DBE ☐ MBE ☐ WBE ☐ LBE ☐ OTHER

17. SCOPE OF WORK TO BE PERFORMED: ____________________________________________

CURRENT INSURANCE INFORMATION

18. DEDUCTIBLE: ____________________________

19. GENERAL LIABILITY COVERAGE PREMIUM EXCLUDED FROM BID $ ____________________________

20. EXCESS LIABILITY COVERAGE PREMIUM EXCLUDED FROM BID $ ____________________________

21. TOTAL COST OF COVERAGE PREMIUMS EXCLUDED FROM BID $ ____________________________

22. OVERHEAD & PROFIT $ ____________________________

23. TOTAL COST OF COVERAGE $ ____________________________

It is each Contractor’s responsibility to notify its own insurance carrier to exclude all work to be done under this contract from your current insurance program. Any Contractors or Subcontractors who enroll in the OCIP 10 days after their start date will have to provide a No Known Loss Letter to Sound Transit’s OCIP insurance companies along with the enrollment documentation.

AGREEMENT

Sound Transit, or their Agent, is granted permission by Contractor(s) to inspect all documents used in determining the above credit.

24. WARRANTY

Regarding General Liability, Employers Stop-Gap Liability, Contractors’ Pollution Liability, Umbrella/Excess Liability and Builders Risk Insurance: These coverages, as stated in the INSURANCE AGREEMENT, (as part of the Contract Documents), are provided by Sound Transit. The following agrees and warrants:

* Such Insurance is paid for by Sound Transit.

* The Contractor certifies that they have omitted from their bid (and subsequent change orders) the cost for all above insurance coverages that are being provided and paid for by Sound Transit. Any and all returns of premium, dividends, discounts, or other adjustments to any OCIP policy is assigned, transferred, and set over absolutely to Sound Transit. This assignment pertains to the policies as now written and as subsequently modified, rewritten, or replaced by Sound Transit’s insurance companies, including any additional amounts or coverages as a result thereof. Rights of cancellation of all insurance policies provided to Contractor(s) by Sound Transit are also assigned to Sound Transit. This assignment is only valid for insurance policies whose premiums have been paid by Sound Transit on behalf of such Contractor(s).

Signed: ____________________________ Title: ____________________________ Date: ____________________________

Send this Form to: Sound Transit OCIP Administration Representative, 1827 Broadway Ave, Seattle, WA 98122

Dated June 15, 2011
**Form 3 - Notice of Completion**

General Contractor needs to complete this form when the Contractor requests final payment for verification that all requirements of the OCIP have been met.

<table>
<thead>
<tr>
<th>1. Project Name/Number</th>
<th>The Project Name and Number relating to the work at the Job Site.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Contractor</td>
<td>The name of the contractor completing this form, and current address for the company.</td>
</tr>
<tr>
<td>3. Work Performed</td>
<td>Type of work performed. (Example: Concrete, Excavation, Supervisory, etc.)</td>
</tr>
<tr>
<td>4. Work Completed By</td>
<td>Check type of contractor: General Contractor, Contractor, Subcontractor, or Sub-subcontractor as completing work. If contractor or subcontractor (any tier), name of company contracted to.</td>
</tr>
<tr>
<td>5. Date Contract Completed</td>
<td>Enter appropriate date the work on this Contract was completed by this contractor.</td>
</tr>
<tr>
<td>7. Subcontractors or Sub-Subcontractors included in the Work</td>
<td>Names and amounts paid to all Subcontractors of all tiers and associated with the contractor completing this form.</td>
</tr>
<tr>
<td>8. Contractor Signature</td>
<td>Signature of Contractor (Project Manager or Company Officer sign form).</td>
</tr>
<tr>
<td>9. Print Name and Title of Signer</td>
<td>Print name and title of signer for Contractor.</td>
</tr>
<tr>
<td>10. Return Completed Form</td>
<td>Return the completed form to the Prime Contractor of the Project for submittal to the OCIP Administration Representative.</td>
</tr>
</tbody>
</table>

**COMPLETION INSTRUCTIONS**
Form 3 – Notice of Completion Form

1. Project Name/Number: ____________________________________________________________

2. Contractor: _________________________________________________________________
   Address/City/State/Zip: _______________________________________________________

3. Work Performed: _____________________________________________________________

4. The following Contractor or Subcontractor has completed his Work at the Project Site and is being processed for final payment: (Indicate whether Contractor or Subcontractor)

   _____ General Contractor
   _____ *Contractor
   _____ *Subcontractor (Tier)

*If contractor or subcontractor (any tier), name of company contracted to: _______________________

5. Date this contract completed: _________________________________

6. Final Contract Amount: _______________________________________________________

7. Subcontractors of all tiers which are included in this Work
   (Add attachment if more space is needed)

   Name: ___________________________ Amount Paid: _______________________________

   Name: ___________________________ Amount Paid: _______________________________

   Name: ___________________________ Amount Paid: _______________________________

   Name: ___________________________ Amount Paid: _______________________________

8. Contractor Signature: _________________________________________________________

9. Print Name and Title of Signer: _________________________________
   Project Manager/Company Officer

10. Return completed form to Prime Contractor for submittal to:

    Attn: OCIP Administration Representative
    Sound Transit
    1827 Broadway Ave
    Seattle, WA 98122
Sound Transit Incident Report Form
Definitions and Instructions

THE SOUND TRANSIT INCIDENT REPORT FORM IS AN INITIAL REPORT. THE COMPLETION OF THIS FORM IS FOR INFORMATION REPORTING PURPOSES OF FACTS ONLY. NO CONCLUSIONS SHOULD BE REACHED OR PROVIDED. THE SUBMISSION OF THIS FORM HAS NO PROCEDURAL SIGNIFICANCE AND ESTABLISHES NO RELATIONSHIP WITH SOUND TRANSIT.

This document provides definitions and instructions for the information that is collected and reported on the Sound Transit Incident Report Form.

Who Completes the Sound Transit Incident Report Form?
The Sound Transit Incident Report Form should be completed by Sound Transit personnel, King County personnel for Central Link Light Rail incidents, Security, contractor personnel, or vendor personnel, who witness, discover, or are informed of any instances involving property damage or bodily injury occurring on or near Sound Transit property or projects. Incidents include, but are not limited to, injuries suffered by members of the public, Sound Transit employees, contractor employees, or vendor employees; and property damage to property owned by members of the public, Sound Transit's property, property owned by other governmental entities, and contractor's property.

All Incidents should be reported to Sound Transit Risk Management Division as quickly as possible following the Incident. Sound Transit personnel must report any Incidents which they witness before the end of the work shift during which the Incident occurred.

General Instructions (Please Print Legibly):
(If you need more space to respond to a particular item, please use the back or second page, or attach a separate page to the Form.)

<table>
<thead>
<tr>
<th>Box</th>
<th>Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Who is Completing This Form and Reporting This Incident?</td>
<td>Check the box associated with the identity of the person filling out this form. (Is the person filling out this form a Sound Transit Security, Sound Transit Employee, King County Employee, or Contractor Employee?)</td>
</tr>
<tr>
<td>2.</td>
<td>Reporter's Name</td>
<td>Enter the name of the person completing the Sound Transit Incident Report Form.</td>
</tr>
<tr>
<td>3.</td>
<td>Employer and Title</td>
<td>Enter the Employer's name and the Title of the person completing the Sound Transit Incident Report Form.</td>
</tr>
<tr>
<td>4.</td>
<td>Work or Home (Day-Time) Address</td>
<td>Enter the Work or Home Address of the person completing the Sound Transit Incident Report Form. Employees of Sound Transit, Contractors, ST Security, and King County should list their day-time location.</td>
</tr>
<tr>
<td>5.</td>
<td>City, State, Zip Code</td>
<td>Enter the City, State, and Zip Code of your day-time location.</td>
</tr>
<tr>
<td>6.</td>
<td>Telephone #s</td>
<td>Enter the Home, Cell, and Work telephone numbers of the person completing the Sound Transit Incident Report Form.</td>
</tr>
<tr>
<td>7.</td>
<td>Incident Location</td>
<td>Provide the exact location where the incident occurred, including the street address, intersecting streets, station name, etc., if possible.</td>
</tr>
<tr>
<td>8.</td>
<td>Type of Incident</td>
<td>Check all the boxes which most accurately describe the incident. Enter the names of any Medical or Emergency Responders (&quot;SFD&quot;, &quot;TFD&quot;, &quot;EFD&quot;, &quot;KCFD #___&quot;, Medics, etc.)</td>
</tr>
<tr>
<td>9.</td>
<td>Date of Incident</td>
<td>Enter the date the Incident occurred (month-date-year).</td>
</tr>
<tr>
<td>10.</td>
<td>Time of Incident</td>
<td>Enter the time the Incident occurred (please use 12 hour clock and am or pm).</td>
</tr>
<tr>
<td>11.</td>
<td>Description of Incident</td>
<td>Provide a complete description of the incident. Please be as detailed as possible. Please provide directions of travel, if applicable. If pictures were taken or diagrams made, please include them or copies with the Form.</td>
</tr>
<tr>
<td>12.</td>
<td>If Vehicle Involved</td>
<td>If the Incident involves a vehicle of any kind, please provide the Owner's name, Make, Model, Year, and State/License #. If multiple vehicles are involved, please provide the additional vehicle descriptions on the back or second page, or on a separate page attached to the Form.</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Were Pictures Taken? Check either the “Yes” box or the “No” box. If pictures were taken or diagrams made, please include them or copies with the Form.</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Was Incident Reported to Law Enforcement? Check either the “Yes” box or the “No” box. If the Incident was not reported to Law Enforcement, please explain why it was not reported.</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>If No, Why Not? If the Incident was not reported to Law Enforcement, please list the Law Enforcement report number. Do not wait for the issuance of a Law Enforcement report before sending the Sound Transit Incident Report Form.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Citation Issued? Check either the “Yes” box or the “No” box.</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Law Enforcement Agency Please identify the Law Enforcement agency to whom the Incident was reported. (“STPD”, “SPD”, “TPD”, “EPD”, “KCSO”, “PCSO”, “SCSO”, “WSP”, etc.)</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Law Enforcement Report # If the Incident was reported to Law Enforcement, please list the Law Enforcement report number. Do not wait for the issuance of a Law Enforcement report before sending the Sound Transit Incident Report Form.</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Name Print the Name of the person injured or who suffered property damage. If multiple persons are injured or suffered property damaged, please provide the name, address, telephone, and employer information for each additional person on the back or second page, or on a separate page attached to the Form.</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Home Address Enter the Home Address of the person injured or who suffered property damage.</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>City, State, Zip Code Enter the City, State, and Zip Code of the residence of the person injured or who suffered property damage.</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Home Phone Enter the Home Phone number of the person injured or who suffered property damage.</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Cell Phone Enter the Cellular phone number of the person injured or who suffered property damage.</td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>Employer Enter the name of the Employer of the person injured or who suffered property damage.</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Work Address Enter the Work Address of the person injured or who suffered property damage.</td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>City, State, Zip Code Enter the City, State, and Zip Code of the Employer of the person injured or who suffered property damage.</td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td>Work Phone Enter the Work Phone number of the person injured or who suffered property damage.</td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>Describe Injury or Property Damage Describe with as much detail as possible all injuries or property damage suffered by the person listed on line 19. If multiple persons are injured or suffered property damage, please provide this information for each additional person on the back or second page, or on a separate page attached to the Form.</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>Insurance This is for insurance information of the person injured or who suffered property damage. Check the boxes next to “Auto” and/or “Property” that apply. Enter the name of the Insurance Company, and the Policy Number if available.</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td>Estimate of Damage If possible, indicate an estimate in US dollars of the property damage.</td>
<td></td>
</tr>
<tr>
<td>31.</td>
<td>Work Order Issued? Has the property damage been reported to ST Facilities? Check either the “Yes” box or the “No” box. Enter the Work Order Number, if known.</td>
<td></td>
</tr>
<tr>
<td>32.</td>
<td>Witnesses Enter the full name, address, and telephone numbers of any witnesses to the incident. If there are more than two witnesses, please enter the information for each additional witness on the back or second page, or on a separate page attached to the Form.</td>
<td></td>
</tr>
<tr>
<td>33.</td>
<td>Completed by (Signature) This space is for the signature of the person reporting the incident. Please sign your name.</td>
<td></td>
</tr>
<tr>
<td>34.</td>
<td>Date Enter the date the Incident Report Form was completed.</td>
<td></td>
</tr>
<tr>
<td>35.</td>
<td>Print Name Please print your name.</td>
<td></td>
</tr>
<tr>
<td>36.</td>
<td>Title Please print your title.</td>
<td></td>
</tr>
</tbody>
</table>

This is a .pdf form that can be completed on-line and e-mailed, scanned, or printed. After completing the following Sound Transit Incident Report Form, immediately send it to Sound Transit Risk Management Division via email to *Risk Management or riskmgnt@soundtransit.org, fax (206-398-5242), interoffice mail, or U.S. mail to: Union Station, 401 South Jackson Street, Seattle, WA 98104-2826, Attn: Risk Management Division.
Sound Transit Incident Report Form

**Report Information (Who is filling out this Incident Report?)**

<table>
<thead>
<tr>
<th>1. Who is Completing This Form and Reporting This Incident?</th>
<th>2. Reporter’s Name:</th>
<th>3. Employer and Title:</th>
<th>ST Incident No:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sound Transit Security:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sound Transit Employee:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>King County Employee:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor Employee:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sound Transit or Project Information (Who is filling out this Incident Report?)**

<table>
<thead>
<tr>
<th>4. Work or Home (Day-Time) Address:</th>
<th>5. City, State, Zip Code:</th>
<th>6. Telephone #:</th>
<th>Home Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sound Transit Security Information (Who is filling out this Incident Report?)**

<table>
<thead>
<tr>
<th>7. Incident Location:</th>
<th>8. Type of Incident: (check all that apply)</th>
<th>Property Damage</th>
<th>Bodily Injury</th>
<th>Damage to Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sound Transit Security Information (Who is filling out this Incident Report?)**

<table>
<thead>
<tr>
<th>9. Date of Incident:</th>
<th>10. Time of Incident:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Incident Information (What happened?)**

<table>
<thead>
<tr>
<th>11. Description of Incident:</th>
<th>12. If Vehicle Involved:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Owner</td>
</tr>
<tr>
<td></td>
<td>Make</td>
</tr>
<tr>
<td></td>
<td>Model</td>
</tr>
<tr>
<td></td>
<td>Year</td>
</tr>
</tbody>
</table>

**Sound Transit Security Information (Who is filling out this Incident Report?)**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes (please include)</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

**Sound Transit Security Information (Who is filling out this Incident Report?)**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Damaged Party Information (Who was allegedly hurt or suffered property damage?)**

<table>
<thead>
<tr>
<th>19. Name:</th>
<th>24. Employer:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Damaged Party Information (Who was allegedly hurt or suffered property damage?)**

<table>
<thead>
<tr>
<th>20. Home Address:</th>
<th>25. Work Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Damaged Party Information (Who was allegedly hurt or suffered property damage?)**

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Damaged Party Information (Who was allegedly hurt or suffered property damage?)**

<table>
<thead>
<tr>
<th>22. Home Phone:</th>
<th>23. Cell Phone:</th>
<th>27. Work Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Damaged Party Information (Who was allegedly hurt or suffered property damage?)**

<table>
<thead>
<tr>
<th>28. Describe Injury or Property Damage:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Damaged Party Information (Who was allegedly hurt or suffered property damage?)**

<table>
<thead>
<tr>
<th>29. Insurance: Auto</th>
<th>Property</th>
<th>Policy No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Damaged Party Information (Who was allegedly hurt or suffered property damage?)**

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes—WO No.: No</td>
</tr>
</tbody>
</table>

**Damaged Party Information (Who was allegedly hurt or suffered property damage?)**

<table>
<thead>
<tr>
<th>32. Witnesses: Name:</th>
<th>Address:</th>
<th>Telephone #:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Damaged Party Information (Who was allegedly hurt or suffered property damage?)**

<table>
<thead>
<tr>
<th>33. Completed by (Signature):</th>
<th>34. Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Damaged Party Information (Who was allegedly hurt or suffered property damage?)**

<table>
<thead>
<tr>
<th>35. Print Name:</th>
<th>36. Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

"An "Incident" is any accident resulting in bodily injury or property damage to Sound Transit’s property that may give rise to an insurance claim."
**FORMS**

**Form 5 – Sound Transit Claim Form Definitions and Instructions**

**Sound Transit Claim Form**

Any person or entity asserting a Claim against Sound Transit for tort damages may use this Sound Transit Claim Form or the Washington State Standard Tort Claim Form. RCW 4.96 et seq. The Washington State Standard Tort Claim Form may be obtained from (1) the Washington State Risk Management Division of the Office of Financial Management; (2) that Agency’s website; or (3) the Sound Transit Risk Management Division.

**NOTE:** Regardless of whether you choose to use the Washington State Standard Tort Claim Form or the Sound Transit Claim Form, to properly present your claim to Sound Transit you must deliver or mail the completed form to the Sound Transit Board Administrator, Sound Transit’s agent to receive all claims for tort damages, pursuant to RCW 4.96.020. DO NOT submit your chosen Claim Form to the Washington State Office of Financial Management, Risk Management Division, as appears on the Washington State form.

This Sound Transit Claim Form may also be used to submit a claim for insurance purposes by Sound Transit contractors.

Failure to present this form to Sound Transit in a timely fashion following any alleged damage may preclude and/or delay any reimbursement, even if your claim might otherwise be valid.

**Pursuant to RCW 4.96.020(2), to properly present your claim, you must either deliver in person or mail by regular mail, registered mail, or certified mail, with return receipt requested, a completed claim form to Sound Transit’s agent to receive claims for damages as follows:**

Ms. Marcia Walker  
Board Administrator  
Central Puget Sound Regional Transit Authority  
dba Sound Transit  
401 S. Jackson St.  
Seattle, WA 98104-2826

**Business Hours:** 8:00 a.m. to 5:00 p.m.  
**Monday through Friday**  
Closed weekends and official Washington State holidays

**INSTRUCTIONS FOR COMPLETING THE SOUND TRANSIT CLAIM FORM:** This is a .pdf form that can be filled in on-line and printed for submittal to the Board Administrator. (Please Type or Print Legibly – If you need additional space to answer any item, please use the back or second page of this form or attach a separate page(s). – Please provide all requested information and any available documents or evidence supporting your claim, such as photographs, videos, proof of ownership and repair estimates for property damage, medical records and bills for bodily injury, etc.).

<table>
<thead>
<tr>
<th>Box</th>
<th>Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Claimant’s Name:</td>
<td>Enter the name of the person, company, or business asserting the claim. RCW 4.96.020(3)(a)(i).</td>
</tr>
<tr>
<td>2.</td>
<td>Claimant’s Title:</td>
<td>Enter the Title of the person, company, or business asserting the claim. (For a company or business, enter the type of business and the name and title of a contact person. You may leave this blank if the Claimant is a Member of the Public).</td>
</tr>
<tr>
<td>3.</td>
<td>Claimant’s Date of Birth:</td>
<td>Enter the Date of Birth of the person asserting the claim. RCW 4.96.020(3)(a)(ii).</td>
</tr>
<tr>
<td>4.</td>
<td>Claimant’s Social Security Number (Optional):</td>
<td>Claimant is not required to provide his/her Social Security Number on this form. RCW 4.96.020(3)(c)(i).</td>
</tr>
<tr>
<td>5.</td>
<td>Claimant’s Residential Address at the Time of the Incident and Alleged Injury or Damage:</td>
<td>Please provide Claimant’s complete address at the time of the incident giving rise to the claim. RCW 4.96.020(3)(a)(vii).</td>
</tr>
<tr>
<td>6.</td>
<td>Claimant’s Residential Address at the Time of Presenting the Claim (if different from Section 5):</td>
<td>Please provide Claimant’s complete address at the time of presenting the claim to Sound Transit, if different from Claimant’s residential address at the time of the incident and alleged injury or damage (Section 5). RCW 4.96.020(3)(a)(vii).</td>
</tr>
<tr>
<td>7.</td>
<td>Claimant’s Phone: Home #, Cell #, and Work #:</td>
<td>Please list Claimant’s current home, cell, and work phone numbers. RCW 4.96.020(3)(a)(ii).</td>
</tr>
<tr>
<td>8.</td>
<td>Date and Time the incident and alleged injury or damage occurred:</td>
<td>Please enter the date and time the incident and alleged injury or damage occurred (month-day-year). RCW 4.96.020(3)(a)(iv).</td>
</tr>
<tr>
<td>9.</td>
<td>Location where the incident and alleged injury or damage occurred:</td>
<td>Please provide a description of the exact location where the incident and alleged injury or damage occurred. Provide a street address if possible. RCW 4.96.020(3)(a)(iv).</td>
</tr>
<tr>
<td>10.</td>
<td>Type of Injury:</td>
<td>Please check all the boxes which most accurately describe Claimant’s alleged injury. (More than one box may be selected. )</td>
</tr>
<tr>
<td>11.</td>
<td>Type of Damage:</td>
<td>Please check all the boxes which most accurately describe Claimant’s alleged damage. (More than one box may be selected. )</td>
</tr>
<tr>
<td>12.</td>
<td>Description of the conduct and circumstances that brought about the injury or damage, and description of the injury or damage:</td>
<td>Please provide a complete description of the conduct and circumstances that caused the alleged injury or damage, and a detailed description of the nature of Claimant’s alleged injury and/or damage. RCW 4.96.020(3)(a)(ii) and (iii). PLEASE TYPE OR PRINT LEGIBLY. Provide as much detail as possible. If the alleged damage or injury involved moving vehicles, identify the vehicles, provide directions of travel, the points of impact on the roadway and on each vehicle, the traffic controls, the damage to each vehicle, the identity of each injured person, and the nature of the injury. If you need more space, please use the back or second page of this form or attach a separate page(s). In addition, please provide copies of any photographs, videos, and other documents or material related to the incident, Claimant’s injury or damage, or any other person involved in the incident.</td>
</tr>
<tr>
<td>13.</td>
<td>If Vehicle Involved, Registered Owner Name, Address, and Phone if different from Claimant:</td>
<td>If the incident involved a vehicle or heavy equipment, please provide the Registered Owner’s Name, Address, and Phone Number, and the Year, Make, Model, License #, and State on the license plates. If more than one vehicle or heavy equipment was involved, please provide the same descriptive information for each by using the back or second page of this form or by attaching a separate page(s).</td>
</tr>
<tr>
<td>14.</td>
<td>Amount of Damage Claimed:</td>
<td>Please provide the total amount of damage Claimant claims expressed in United States currency. RCW 4.96.020(3)(a)(vi).</td>
</tr>
<tr>
<td>15.</td>
<td>Has the incident, injury, or damage been reported to Claimant’s insurance company?</td>
<td>Please check either the “Yes” box or the “No” box.</td>
</tr>
<tr>
<td>16.</td>
<td>Reported to Law Enforcement? If not reported, why not?</td>
<td>Please check either the “Yes” box or “No” box. If the incident was not reported to a law enforcement agency, please provide an explanation, if you know.</td>
</tr>
<tr>
<td>17.</td>
<td>Law Enforcement Agency:</td>
<td>Please provide the name of the law enforcement agency to whom the incident was reported.</td>
</tr>
<tr>
<td>18.</td>
<td>Report #:</td>
<td>If any law enforcement agency investigated the incident, please provide the report number, if you know it. It is not necessary to wait for the issuance of a report before delivering or mailing this Sound Transit Claim Form.</td>
</tr>
<tr>
<td>19.</td>
<td>Were pictures taken?</td>
<td>Please check either the “Yes” box or the “No” box. If pictures were taken, kindly provide copies with this form to Sound Transit.</td>
</tr>
<tr>
<td>20.</td>
<td>Citation issued?</td>
<td>Please check the “Yes” box if a citation was issued to any person involved in the incident. Otherwise, check the “No” box.</td>
</tr>
<tr>
<td>21.</td>
<td>Was a Sound Transit Incident Report Form previously prepared regarding this incident?</td>
<td>If you know that a Sound Transit Incident Report Form was previously submitted to Sound Transit Risk Management Division regarding the incident, please check the “Yes” box and provide a copy with this form, if you have access to the Incident Report. Otherwise check the “No” box.</td>
</tr>
<tr>
<td>22.</td>
<td>Claimant’s Additional Home Addresses:</td>
<td>Please provide the addresses of all other residences at which the Claimant resided during the six (6) months immediately prior to the incident. If more space is needed, please use the back or second page of the form or attach a separate page(s).</td>
</tr>
<tr>
<td>23.</td>
<td>Claimant’s Employer’s Name and Address:</td>
<td>Please provide the name and address of Claimant’s Employer.</td>
</tr>
<tr>
<td>24.</td>
<td>List all People involved and/or Witnesses:</td>
<td>If you know, please provide the full name, address, and telephone number of all the people involved in the incident or who witnessed the incident or Claimant’s alleged injury or damage. RCW 4.96.020(3)(a)(v). Please provide the nature of their involvement (i.e., passenger, other driver, pedestrian, etc.) and/or if they are a witness. If more space is needed, please use the back or second page of the form or attach a separate page(s).</td>
</tr>
<tr>
<td>25.</td>
<td>Who is reporting the incident and alleged injury or damage?</td>
<td>To indicate who completed and is submitting the Sound Transit Claim Form, please check all the boxes that apply. (Is the person completing this form a Claimant, Non-Claimant, Member of the Public, Sound Transit Personnel, Sound Transit Contractor Personnel, or Other?)</td>
</tr>
<tr>
<td>26.</td>
<td>Signature of Claimant or Claimant’s Representative:</td>
<td>The Claim Form MUST be signed either by the Claimant, verifying the claim, Claimant’s attorney-in-fact, Claimant’s attorney (admitted to practice law in Washington state), or a court-approved guardian or guardian ad litem on behalf of the Claimant. RCW 4.96.020(3)(b). The Claim Form submitted MUST have an original signature.</td>
</tr>
<tr>
<td>27.</td>
<td>Date and Place (City/State):</td>
<td>Please enter the date (month-day-year) and the name of the City and State where you are signing the Sound Transit Claim Form.</td>
</tr>
<tr>
<td>28.</td>
<td>Print Name and Title of Signer:</td>
<td>If this form is signed by someone other than the Claimant, please print the name and title of the signer. NOTE: UNDER WASHINGTON LAW, RCW 4.96.020(3)(b), ONLY CERTAIN PEOPLE CAN VALIDLY SIGN FOR A CLAIMANT. SEE INSTRUCTIONS FOR ITEM 26 ABOVE. IF THE SIGNER IS NOT ONE OF THE PERSONS LEGALLY AUTHORIZED TO SIGN FOR A CLAIMANT, THEN THE PRESENTATION OF THE CLAIM TO SOUND TRANSIT MAY BE INVALID WHICH MAY AFFECT CLAIMANT’S LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, BARRING THE CLAIMANT FROM BRINGING THE SAME CLAIM OR FILING A LAWSUIT RELATED TO THE SAME INCIDENT AGAINST SOUND TRANSIT IN THE FUTURE DUE TO THE APPLICATION OF A STATUTE OF LIMITATION. RCW 4.96.020(3)(b).</td>
</tr>
</tbody>
</table>
Sound Transit Claim Form

**A CLAIM FOR DAMAGES MUST BE PRESENTED TO THE SOUND TRANSIT BOARD ADMINISTRATOR BY PERSONAL DELIVERY OR MAIL. SEE INSTRUCTIONS. RCW 4.96.020**

Claims involving injuries from health care are governed solely by the procedures set forth in RCW 7.70 and are exempt from RCW 4.96. Under the Public Disclosure Act (RCW 42.56) this claim form and any documents submitted with this claim form are considered public records and are subject to disclosure.

Sound Transit may submit this Claim Form to one or more of its Insurance Companies. PLEASE BE ADVISED THAT IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS. RCW 48.135.080

<table>
<thead>
<tr>
<th>ST Claim #:</th>
<th>Agency Operations</th>
<th>Railroad Operations (Sounder &amp; Tacoma Link)</th>
<th>Central Link Light Rail</th>
<th>OCIP – University Link</th>
<th>OCIP – Central Link</th>
<th>Partner Agency</th>
</tr>
</thead>
</table>

### 1. Claimant's Name:

<table>
<thead>
<tr>
<th>5. Claimant's Residential Address at Time of Incident and Alleged Injury or Damage:</th>
</tr>
</thead>
</table>

### 2. Claimant's Title:

<table>
<thead>
<tr>
<th>6. Claimant's Residential Address at the Time of Presenting the Claim (if different from Section 5):</th>
</tr>
</thead>
</table>

### 3. Claimant's Date of Birth:

<table>
<thead>
<tr>
<th>7. Claimant's Phone:</th>
</tr>
</thead>
</table>

| Home #: |
| Cell#: |
| Work# |

### 4. Claimant's Social Security Number (Optional):

<table>
<thead>
<tr>
<th>8. Date and Time the incident and alleged injury or damage occurred:</th>
</tr>
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</table>

### 9. Location where the incident and alleged injury or damage occurred:

<table>
<thead>
<tr>
<th>10. Type of Injury: (Check all that apply)</th>
</tr>
</thead>
</table>

- [ ] Bodily Injury
- [ ] Injury to Person(s) Other Than Claimant
- [ ] Medical Aid Necessary

### 11. Type of Damage (Check all that apply)

- [ ] Real Property
- [ ] Vehicle
- [ ] Heavy Equipment
- [ ] Personal Property
- [ ] To Project

### 12. Description of the conduct and circumstances that brought about the alleged injury or damage, and description of the alleged injury or damage:

<table>
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<tr>
<th>13. If Vehicle Involved, Registered Owner Name, Address, and Phone if different from Claimant:</th>
</tr>
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</table>

| Year/Make/Model: |
| License #/State: |

### 14. Amount of Damage Claimed:

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<tr>
<th>15. Has the incident, injury, or damage been reported to Claimant’s insurance company?</th>
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</thead>
</table>

- [ ] Yes
- [ ] No

### 16. Reported to Law Enforcement? |

- [ ] Yes
- [ ] No

| If not reported, why not? |

### 17. Law Enforcement Agency:

<table>
<thead>
<tr>
<th>18. Report #:</th>
</tr>
</thead>
</table>

### 19. Were pictures taken? |

- [ ] Yes (please include)
- [ ] No

### 20. Citation Issued? |

- [ ] Yes
- [ ] No

### 21. Was a Sound Transit Incident Report Form previously prepared regarding this incident? |

- [ ] Yes (If yes, please attach Incident Report)
- [ ] No

### 22. Claimant’s Additional Home Addresses (List all addresses for the 6 months prior to the incident):

### 23. Claimant’s Employer’s Name and Address:

### 24. List all People involved and/or Witnesses:

| Name: |
| Address and Phone #: |

| Nature of Involvement/Witness |

### 25. Who is reporting the incident and alleged damaged or injury (Check all that apply)?

- [ ] Claimant
- [ ] Non-Claimant
- [ ] Member of Public
- [ ] Contractor Personnel
- [ ] Sound Transit Personnel
- [ ] Other:

### 26. I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct - Signature of Claimant or Claimant’s Representative:

<table>
<thead>
<tr>
<th>27. Date and Place (City/State):</th>
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<table>
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<th>28. Print Name and Title of Signer:</th>
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<td>Item #</td>
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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Broker Name

Broker Address

CONTACT

NAME: Insurance Agent Information

PHONE (A/C, No. Ext):

FAX (A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC#

INSURED

Contractor Name

Contractor Address

INSURER A: 

AM BEST Key Rating of A-VII or higher

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR TYPE OF INSURANCE ADDL INSR SUBR WVD POLICY NUMBER (MM/DD/YYYY) POLICY EFF (MM/DD/YYYY) LIMITS

A GENERAL LIABILITY

Y Y

COMBINED GENERAL LIABILITY

CLAIMS-MADE OCCUR

GEN'L AGGREGATE LIMIT APPLIES PER:

POLICY PROJECT LOC

B WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY

Y/N (WA Stop Gap)

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)

DESCRIPTION OF OPERATIONS below

OTHER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(Sound Transit’s Contract Title and Sound Transit’s Contract Number)

Sound Transit, its officers, elected officials, employees, agents, and representatives, and any entities designated by Sound Transit are added as additional insureds, per endorsements equivalent to ISO forms CG 20 10 and CG 20 37. This Coverage is primary and non-contributory. Waiver of Subrogation is included for General Liability, Automobile Liability, Umbrella/Excess Liability and Property (if applicable) coverages in favor of Sound Transit, its respective officers, agents and/or employees, any other Contractor and Subcontractor performing work at the site, and any additional entities designated by Sound Transit.

CERTIFICATE HOLDER

Central Puget Sound Regional Transit Authority
dba Sound Transit
C/O U-Link OCIP Administration Representative
1827 Broadway
Seattle, WA 98122

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05) ©1988-2010 ACORD CORPORATION. All rights reserved
Request for Qualifications and Proposed Approach
For General Contractor/Construction Manager Services

UNIVERSITY LINK LIGHT RAIL SYSTEMS
CONSTRUCTION CONTRACT U830

RFQ/PA NO. RTA/LR 148-10

EXHIBIT 6

LABOR COMPLIANCE MANUAL

THIS PROCUREMENT MAY BE SUBJECT TO ONE OR MORE FINANCIAL ASSISTANCE CONTRACTS BETWEEN SOUND TRANSIT AND THE U.S. DEPARTMENT OF TRANSPORTATION, WHICH INCORPORATE THE CURRENT FTA MASTER AGREEMENT AND CIRCULAR 4220.1F AS AMENDED. U.S. DEPARTMENT OF TRANSPORTATION’S LEVEL OF FINANCIAL ASSISTANCE MAY BE BETWEEN ZERO AND EIGHTY PERCENT (0-80%).
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LABOR COMPLIANCE MANUAL

PART 1 GENERAL

1.01 INSERTION OF PROVISIONS INTO SUBCONTRACTS.
Contractor shall insert the provisions set forth in this Labor Compliance Manual ("Manual") in all construction subcontracts of any tier.

1.02 DRUG FREE WORKPLACE.
Contractor shall comply with applicable Drug Free Workplace requirements as set forth in 49 CFR Part 29, Subpart F, as modified by 41 U.S.C. 702, 49 U.S.C. 5331 and other applicable requirements.

In addition to other remedies available to Sound Transit, the Contractor's failure to comply with the requirements of this Section may render the Contractor subject to suspension of contract payment or termination for default pursuant to the General Conditions.

1.03 DISPUTES CONCERNING LABOR STANDARDS.
Disputes arising out of terms and provisions of this Manual shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7, the Washington State Department of Labor and Industries, or other applicable procedures. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and Sound Transit, the U.S. Department of Labor, the Washington State Department of Labor and Industries, or the employees or their representatives.

PART 2 WAGES OF EMPLOYEES.

2.01 GENERAL
This Contract is subject to Washington Department of Labor & Industries ("L&I") prevailing wage requirements as well as the federal Department of Labor ("DOL") prevailing wage requirements. The higher of the two prevailing wage rates will prevail. In the event that a state prevailing rate for a particular classification is available but a federal rate is not available, the procedure outlined below for determination of a federal rate shall be followed. In the event that a federal prevailing rate for a particular classification is available but a state prevailing rate is not available, the procedure outlined below for determination of a state prevailing rate shall be followed. The Contractor shall comply with the requirements of both the state L&I and the federal DOL, for posting notices of applicable wages, submission of certified payrolls, record keeping and other applicable administrative requirements.

2.02 WAGE AND FRINGE RATES ADJUSTMENT
The Contractor and its Subcontractors shall adjust the wage rates paid to its employees twice annually on the date that the Washington State prevailing rate adjustments are effective in March and September.

2.03 STATE PREVAILING WAGES.
All determinations of the state prevailing rate of wage shall be made by the industrial statistician of the Department of Labor and Industries of the state of Washington. The state schedule of prevailing wage rates applicable to this Contract are set forth in Attachment A to this Manual. If employing labor in a class not listed in such schedule, the Contractor shall require the industrial statistician to determine the correct wage rate for that class and locality.
A. **Disputes.** In case any dispute arises as to what are the state prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the state of Washington and said Director’s decision therein shall be final and conclusive and binding on all parties involved in the dispute. In the event of a dispute as to what the federal rates of wages are, the dispute shall be referred to the Administrator of the Wage and Hour Division, Employment Standards Administration whose decision shall be final and conclusive and binding on all parties involved in the dispute.

B. **Posting Notices.** Except as provided otherwise in Chapter 39.12 RCW, the Contractor, each Subcontractor and other persons required to pay the prevailing rate of wage shall post in a location(s) readily visible to workers at the site: (1) a copy of the Statement Of Intent To Pay Prevailing Wages approved by the industrial statistician of the Department of Labor and Industries under RCW 39.12.040; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

C. **Apprentices.** Apprentice workers employed hereunder for whom an apprenticeship agreement has been registered and approved with the state apprenticeship council pursuant to Chapter 49.04 RCW shall be paid at least the prevailing hourly rate for an apprentice for that trade. Any worker for whom an apprenticeship agreement has not been registered and approved by the state apprenticeship council shall be considered to be a fully qualified journey worker, and, therefore, shall be paid at the prevailing hourly rate for journey workers.

D. **Required Documents.** Pursuant to Chapter 39.12 RCW, the Contractor and each Subcontractor shall submit the following documents to Sound Transit:

1. Before payment is made by Sound Transit, the Contractor and each Subcontractor shall submit a “Statement of Intent to Pay Prevailing Wages” that has been approved by the industrial statistician of the Department of Labor and Industries.

2. With each request for payment, the Contractor shall submit a statement that prevailing wages have been paid in accordance with the “Statement of Intent to Pay Prevailing Wages” filed with Sound Transit.

3. Following Final Acceptance of the Work and before funds retained according to RCW 60.28.010 are released to the Contractor, the Contractor and each Subcontractor shall submit an “Affidavit of Wages Paid” that has been approved by the industrial statistician of the Department of Labor and Industries.

4. Any fees charged by the Department of Labor and Industries for filing the “Statement of Intent to Pay Prevailing Wages” and the “Affidavit of Wages Paid” shall be paid by the Contractor and each Subcontractor, as applicable; if Sound Transit pays such fees for any reason, then the Contractor shall be charged the amounts thereof, and shall remit the same to Sound Transit.

E. **Worker’s Benefits.** Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. The Contractor shall also obey all federal, state and local laws, ordinances, and regulations that establish safety standards for the protection of
employees. If any payment required by Title 50 or 51 is not made when due, Sound Transit may retain such payments from any money due the Contractor and apply the same into the appropriate fund. The Department of Labor and Industries will provide the Contractor with applicable industrial insurance and medical aid classification and premium rates. Sound Transit may withhold payment of any amounts needed to pay Industrial Insurance premiums until the Contractor has satisfied to Sound Transit that the Contractor has paid all applicable premiums it owes on the work performed.

2.04 FEDERAL PREVAILING WAGES

This Contract is also subject to federal prevailing wages contained in the wage determination decision of the Secretary of Labor, Attachment A:

A. Minimum wages -- All laborers and mechanics employed or working upon the Site will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, Attachment A, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this Section. Also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the Site of the Work in a prominent and accessible place where it can be easily seen by the workers.

B. The Resident Engineer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with wage determination. The Resident Engineer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

C. If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Sound Transit agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by Sound Transit to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) Days of receipt and so advise Sound Transit or will notify Sound Transit within the thirty (30) Day period that additional time is necessary.

D. In the event Contractor, the laborers or mechanics to be employed in the classification or their representatives, and Sound Transit do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), Sound Transit shall refer the questions, including the views of all interested parties and the recommendation of Sound Transit, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) Days of receipt and so advise Sound Transit or will notify Sound Transit within the thirty (30) Day period that additional time is necessary.

E. The wage rate (including fringe benefits where appropriate) determined pursuant to these provisions, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

   1. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

   2. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2.04 WITHHOLDING

Sound Transit shall, upon its own action or upon written request of an authorized representative of the federal Department of Labor or state Department of Labor and Industries, withhold or cause to be withheld from Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and
mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice trainee, or helper, employed or working on the site of the work all or part of the wages required by the Contract, Sound Transit may, after written notice to Contractor, sponsor, applicant, or owner take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

2.05 PAYROLLS AND BASIC RECORDS

A. Certified payrolls and basic records relating thereto shall be maintained by Contractor during the course of the Work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the Site of the Work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits, daily and weekly number of hours worked, deductions made, and actual wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

B. Certified Payrolls.

1. Contractor shall submit weekly, for each week in which any Contract Work is performed a copy of all certified payrolls to the Resident Engineer or his designee. In addition, Contractor shall submit monthly reports in electronic format (MS Excel software) summarizing wages and bona fide fringe benefits paid to all laborers and mechanics employed or working upon the Site. Report data, report format and due date to be determined by Sound Transit. The certified payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form to be approved by Sound Transit. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington DC 20402. Contractor is responsible for the submission of copies of payrolls by all subcontractors.

a. Each certified payroll shall be accompanied by a "Statement of Compliance", signed by Contractor or Subcontractor, or his or her agent,
who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;

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

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

b. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance”.

c. The falsification of any of the above certifications may subject Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

d. Contractor or Subcontractor shall make the records required under this Paragraph available for inspection, copying, or transcription by authorized representatives of Sound Transit, the U.S. Department of Transportation, the U.S. Department of Labor, or the Washington State Department of Labor and Industries and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records upon request or to make such records available, the FTA may, after written notice to the Contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

2.06 APPRENTICE AND TRAINEES

A. Apprentices

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by
a State Apprenticeship Agency to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or Subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Trainees

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
C. Equal Employment Opportunity

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

D. Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

E. Subcontracts

The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration (FTA) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

F. Contract Termination: Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

G. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

H. Certification of Eligibility

1. By entering into this Contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).

2. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

I. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. Neither the Contractor nor any Subcontractor shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 ½) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth above, the Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages
shall be computed with respect to each individual laborer or mechanic, including
watchmen and guards, employed in violation of the clause set forth above, in the
sum of $10 for each calendar day on which such individual was required or
permitted to work in excess of the standard work week of forty (40) hours without
payment of the overtime wages required by the clause set forth above.

3. Withholding for unpaid wages and liquidated damages. Sound Transit shall upon
its own action, or upon written request of an authorized representative of the
Department of Labor, withhold or cause to be withheld from any moneys payable
on account of work performed by the Contractor or Subcontractor under any such
contract or any other federal contract with the same prime contractor, or any
other federally-assisted contract subject to the Contract Work Hours and Safety
Standards Act, which is held by the same prime contractor, such sums as may
be determined to be necessary to satisfy any liabilities of such Contractor or
Subcontractor for unpaid wages and liquidated damages as provided in the
clause set forth above.

4. Subcontracts. The Contractor shall insert in any subcontracts the clauses set
forth in this section and also a clause requiring the Subcontractors to include
these clauses in any lower tier subcontracts. The Contractor shall be responsible
for compliance by any Subcontractor or lower tier subcontractor with the clauses
set forth in this section.

J. Material Suppliers

The requirements of this section do not apply to contracts or subcontracts for the
purchase of supplies or materials or articles normally available on the open market.

PART 3 COMMUNITY REPRESENTATION

Sound Transit supports the direct involvement of FAST JOBS Coalition ("FAST") Community
Representatives and Agents, referred to as "FJC-Rep" and FJC-A's", to ensure the recruitment
and successful retention of people of color and women.

Sound Transit shall provide to the Contractor the names of FJC-Reps and FJC-A's to be
granted site access on behalf of FAST. The activities of FJC-Reps and FJC-A's shall include
but not be limited to: monitoring goals for participation of workers of color and women;
supporting, mentoring and problem-solving for all workers to promote harmony and safety on
the job site and increase retention of workers of color and women; acting as liaisons for workers
of color and women to enhance communication and expedite resolution of issues; participating
in the implementation of Sound Transit policy; serving as a recruitment resource; and submitting
monthly reports to Sound Transit and FAST detailing their activities.

Subject to pre-approval from Sound Transit or its construction management
representative, the Contractor and its Subcontractors shall permit FJC-Reps and FJC-A's on
the jobsite at all reasonable times and if the FJC-Rep or FJC-A is a part of the workforce on the
project, the Contractor shall not subject them to discrimination or discharge on account of
proper FJC-Rep or FJC-A activities. FJC-Reps or FJC-A's shall not interfere with the work of
employees and shall fully comply with the visitor, safety and security rules established for the
Project, and the Contractor shall report any issues or violations thereof to Sound Transit.
PART 4   JOINT ADMINISTRATIVE COMMITTEE (JAC)

The Contractor shall, pursuant to Article 5 of the Project Labor Agreement (PLA), negotiated by Sound Transit and the Building Trades, participate on a Joint Administrative Committee (JAC) to assist the parties to implement and interpret the PLA and promote harmonious relations on the project, to ensure the provisions contained in the PLA are adhered to, and to advance the efficiency, safety and quality of the crafts working on the project. One of the regular agenda items for the JAC is workforce (EEO) utilization goals and apprentice utilization goals, and meeting these goals established under the PLA. The Committee is comprised of representatives of the Unions and Management (Sound Transit, Contractor representatives and community representatives). The JAC shall meet on a regularly scheduled monthly basis or at the call of the Joint Committee Chairs (one Union and one Management joint chair). When appropriate and necessary, subcontractors may be requested to attend a meeting of the JAC.

PART 5   WORKFORCE AND APPRENTICE UTILIZATION GOALS

A. Workforce Utilization Goals

The Contractor shall use good faith efforts to employ a workforce that is reflective of diversity in the region. In recognition of the under-representation of people of color and women in the construction industry, the Contractor shall strive to meet a goal in which people of color and women will perform 33% of the total work hours on this Contract. To the extent feasible, the Contractor shall meet this goal by attaining the following sub-goals in its workforce:

- People of Color 21%
- Women 12%

Sound Transit, and the labor and community representatives will work with Contractors to meet if not exceed these goals, and the Contractor will meet with these parties on a Joint Administrative Committee to share information, monitor progress, and develop actions that will assist the Contractor in meeting these objectives.

B. Apprentice Utilization Goals

The Contractor shall use good faith efforts to utilize apprentices registered with the Washington State Apprenticeship and Training Council (“SAC”), for twenty percent (20%) of the total Contract labor hours utilized on the Project. Good faith efforts also apply if Sound Transit approves an Apprenticeship Utilization Goal that is less than 20% of all labor hours.

1. Total Contract labor hours include additional hours worked as a result of change orders.

2. Total Contract labor hours exclude hours worked by foremen, superintendents, supervisors, owners, and workers who are not subject to prevailing wage requirements. However, total Contract labor hours shall include the hours worked by supervisors, foremen, and superintendents if it is determined that they are subject to prevailing wage requirements pursuant to WAC 296-127-015.

3. The Contractor shall include the apprentice utilization requirements of this Section in all subcontracts executed for the Project, and ensure that all subcontractors working on the Project are notified of the apprentice utilization requirements. The Contractor is responsible for using good faith efforts to meet
the apprentice utilization requirements of the Contract, including overall compliance on all Contract labor hours worked by subcontractors.

4. The Contractor shall make good faith efforts to:
   a. Equally distribute the apprentice hours worked among each trade/craft and consistent with the apprentice utilization percentage requirement set forth herein.
   b. Use reasonable and practicable means to recruit and hire apprentices to achieve the twenty percent (20%) apprentice utilization goal.
   c. Use reasonable and practicable means to recruit and hire minority and women apprentices for the Project so that of the apprentice utilization requirement percentage in this Section, the Contractor shall use women and people of color to perform at least fifty percent (50%) of all first-year apprentice hours in all trades and to perform at least thirty-three percent (33%) of all apprentice hours worked.
   d. Comply with the apprenticeship training standards for each trade/craft classification used on the Project, as set forth by the Washington State Department of Labor and Industries.

5. It is expected that an apprentice will normally begin training on the Project as soon as feasible after start of work, utilizing the skill involved and remain on the Project as long as training opportunities exist in the work classification or until the completion of the training program. It is not required that all apprentices be retained for the entire length of the Contract.

C. Changes to the Apprentice Utilization Requirement

1. If, during the term of the Contract, the Contractor determines that it will be unable to meet the apprentice utilization identified in the Apprentice Utilization Plan as accepted by Sound Transit, the Contractor may make a written request to Sound Transit, to modify the Plan. The request shall include documentation of the Contractor's affirmative efforts to use apprentices registered with the Washington State Apprenticeship and Training Council (“SAC”), including copies of correspondence between the Contractor and the SAC-approved apprentice programs, union locals, FAST Jobs Coalition, and others. The documents must demonstrate that an adequate number of apprentices are not available to meet the apprentice utilization percentage.

2. Sound Transit shall evaluate the request, and if appropriate, shall authorize modification of the Apprentice Utilization Plan. If Sound Transit determines that a modification is not justified, Sound Transit shall communicate the decision in writing to the Contractor.

D. Apprentice Utilization Monitoring and Enforcement

1. Sound Transit or its designee shall verify the registration of each apprentice used on the Contract with the Washington State Apprenticeship and Training Council.

2. Sound Transit or its designee shall monitor the apprentice utilization data provided by the Contractor. In the event that the Contractor is deficient in the use of apprentices, Sound Transit or its designee will meet with the Contractor to
discuss the reasons for the deficiency and help the Contractor develop a written plan for meeting the goals.

3. Sound Transit may make routine visits to the Site for the purpose of confirming the use of apprentices. The Contractor acknowledges that parties designated by Sound Transit may make visits to the Site for the purpose of confirming the use of apprentices. Said third party visitors will be required to abide by the Contractor’s and Sound Transit’s work rules and safety plan.

4. Sound Transit retains a jobsite mentoring coordinator to provide support and assistance to our contractors related to successful retention of apprentices. The program, including the coordinator is funded by Sound Transit. Contractors will cooperate with the coordinator and utilize the jobsite mentoring program to support apprenticeship utilization goal attainment.

5. Sound Transit will develop and implement a program of preferred entry to construction trades apprenticeship programs, with standards facilitating such preference, in conjunction with community-based organizations associated with construction workforce development. This program will emphasize, but not be limited to, veterans, women, minorities, and disadvantaged workers from the communities in the Sound Transit region which are impacted by Sound Transit construction. Contractors awarded construction contracts by Sound Transit shall accept, support, participate in, and enable this preferred entry program as part of its good faith efforts to meet apprenticeship utilization goals.

The Preferred entry program, as defined by Sound Transit policy, will identify individuals meeting certain criteria, living in the communities impacted by Sound Transit construction, compliant with the entry standards for those apprenticeship programs which allow/provide for preferred entry into their programs. Preferred entry candidates shall be placed with contractors working on Sound Transit projects, utilizing an interview process, as first period apprentices. The purpose of this program is to facilitate a workforce reflective of the Sound Transit region, supporting goals of workforce inclusiveness.

6. Progress payments may be withheld in the event that the Contractor fails to meet the provisions of this Section and evidences a lack of good faith in so doing.

PART 6   PRE-APPRENTICESHIP TRAINING FUND

In recognition of the need for increased training and apprenticeship opportunities in the construction industry and that a diverse and well-trained workforce is critical to the economic as well as social vitality of the region, Sound Transit is a participant in the Regional Apprenticeship Preparation Integrated Delivery System (RAPID).

A. Under the RAPID program, the Contractor and its Subcontractors shall contribute five ($.05) cents for each hour of Contract labor on the Project to a Pre-Apprentice Training Program Fund. Contract labor hours are those hours subject to prevailing wage requirements. Sound Transit will administer the fund to compensate service providers involved in the Pre-Apprentice Training Program. A Fund Administration Committee consisting of representatives of labor, FAST Jobs Coalition and Sound Transit will be established to provide guidance to Sound Transit. To the largest extent possible, the Committee will utilize existing community-based organizations and resources in King, Snohomish, and Pierce Counties to provide services required to implement RAPID.
B. The Contractor shall include participation in the Pre-Apprentice Training Program Fund in all subcontracts executed for the Project and shall ensure that all subcontractors working on the Project are notified of the fund contribution requirement.

C. The Contractor will develop and implement a process by which five cents ($.05) per Contract labor hour utilized by Contractor and Subcontractor employees on the Project will be verified, collected and remitted monthly to Sound Transit in a single monthly payment.

D. The Contractor, prior to Final Acceptance of the Contract, will be required to verify that it, as well as each Subcontractor, has contributed five cents ($.05) for each hour of Contract labor utilized on the Project. Final Acceptance of the Project may be subject to audit by Sound Transit to confirm the Pre-Apprentice Training Program Fund contribution. Fund contributions will terminate upon issuance of Final Acceptance of the Project.

PART 7 DUAL BENEFITS

A. If the Contractor, or a Subcontractor at any tier, currently provides health or pension benefits to any employees covered by the PLA, the cost of providing said benefits may be subject to reimbursement by Sound Transit in accordance with this Section.

B. All employees covered by the PLA shall be classified in accordance with work performed and will be paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rates. This requirement applies to craft workers employed at whatever tier, or by any other person who performs a portion of the work contemplated by the Contract and which is covered by the PLA.

C. Prevailing wage rates include the “usual benefits” as defined by WAC 296-127-014:

1. Health and welfare payments. This is medical insurance, which may include dental, vision, and life insurance. Insurance programs providing protection against industrial accidents or occupational illnesses which are mandated by state or federal statutes, and all related mandatory forms of protection, shall not qualify as health and welfare insurance.

2. Employer payments on behalf of a person employed for the purpose of providing retirement income.

3. Vacation payments made either directly to the employees or into a vacation fund, provided these benefits are paid to the employees.

4. Apprentice training fund. Payments made to training programs approved or recognized by the Washington State Apprenticeship and Training Council.

5. Paid holidays. Payments made to employees for specified holidays.

Any fringe benefits required by other local, state, or federal laws do not qualify as "usual benefits."

D. The PLA requires that the Contractor and its Subcontractors make contributions in the amounts designated in the appropriate prevailing wage determination for fringe benefit contributions to each of the applicable PLA Schedule A Funds and also make all employee-authorized deductions in the amounts designated. Furthermore, the
Contractor and its Subcontractors shall adopt and agree to be bound by the written terms of the legally established Union trust agreements specifying the detailed basis on which payments are to be made into and benefits paid out of such Schedule A Funds.

E. To the extent that a non-union Contractor or non-union Subcontractor has established a non-union bona fide benefit plan that includes benefits duplicative of the “usual benefits” contributed to the Union benefit plan, the costs for said duplicative benefits are not included in the bid price. Once the Contract is executed, the Contractor may request compensation for said duplicative benefits by submitting a written request to Sound Transit. If, upon investigation, Sound Transit finds that the duplicative benefits are bona fide costs of doing business for the non-union Contractor or non-union Subcontractor, Sound Transit will issue a change order to compensate the Contractor(s) for the direct costs of said duplicative benefits. The Contractor is not entitled to overhead or profit on these direct costs.

PART 8 MONTHLY EEO AND APPRENTICE UTILIZATION, PRE-APPRENTICESHIP TRAINING FUND REPORTS AND WEEKLY CURRENT EMPLOYEE REPORTS

A. With each Request for Progress Payment, the Contractor shall submit to Sound Transit a Monthly EEO and Apprentice Utilization Report and a Pre-Apprenticeship Training Program Fund Contribution Report in electronic format to be provided by Sound Transit, for the Contractor and all Subcontractors. The monthly reports shall be completed by the Contractor and all Subcontractors performing work on the Contract during the reporting period. The reports shall accompany the Contractor’s Request for Progress Payment. A Request for Progress Payment that is not accompanied by the monthly reports will not be processed for payment until said monthly reports are received and approved by Sound Transit. In addition to the Pre-Apprenticeship Training Program Fund Contribution Report, the Contractor shall submit the contribution amount directly to Sound Transit. The contribution amount shall be the hourly contribution for the Contractor and all Subcontractors working on the project.

B. The Contractor shall be responsible for reporting EEO and apprentice utilization data required by Sound Transit beginning with the first day of work for each apprentice. The Contractor’s first submittals are due at the end of the first month after the Contract start date specified in the Notice to Proceed, and at monthly intervals thereafter as specified above. Subcontractor submittals are due at the end of the month after commencement of their work and monthly thereafter, as specified above.

C. The Contractor shall report the following information on each apprentice:

1. Apprentice’s Name
2. Home Zip Code
3. Employment Status: New Hire or Existing Staff
4. Trade/Craft
5. State Apprentice Registration I.D. Number
6. Program Sponsor and/or Hiring Source
7. Apprentice Progression Period or Percentage
8. Ethnicity/Gender
9. Labor hours for Reporting Period by Ethnicity/Gender

D. The Contractor shall report the following information on the total number of apprentices:
1. Total labor hours and number of apprentice employees for reporting period by ethnicity/gender.
2. Total apprentice labor hours and number of employees to-date.
3. Summary information as noted on the form.

E. The Contractor shall report the following information on journey level employees:
1. Labor hours for reporting period by ethnicity/gender, for each trade/craft.
2. Total journey level labor hours by ethnicity/gender, for each trade/craft.
3. Total labor hours and number of journey level employees for reporting period by ethnicity/gender.
4. Total journey level labor hours and number of employees to-date.
5. Summary information as noted on the reporting form.

F. On a weekly basis, the Contractor shall submit to Sound Transit a Current Employee Report which shall be completed by the Contractor and all Subcontractors of all employees performing work on the Contract for the previous week. A sample of this form is included in Section 00500 of this IFB and may be provided in an electronic format by Sound Transit.

G. The Contractor shall submit such other information as may be requested by Sound Transit to verify compliance with the EEO and apprentice utilization requirements of the Contract. Sound Transit reserves the right to add, delete, or change as necessary the information required by the Contractor on the Monthly EEO and Apprentice Utilization Report form.

PART 9 SUBSTANCE ABUSE PREVENTION PROGRAM

For purposes of this Labor Compliance Manual, the Contractor is responsible for assuring that all of its subcontractors and suppliers, who have covered employees under the Project Labor Agreement (PLA), are in full compliance with the provisions of this manual. The Contractor and each of its Subcontractors shall comply with the Substance Abuse Prevention Program set forth in Attachment C to this Manual. Attachment C supersedes the substance abuse prevention program found in Attachment G of the Project Labor Agreement. As part of the pre-construction submittals, the Contractor shall develop a Substance Abuse Prevention Program for submittal, review and acceptance by Sound Transit. The Contractor’s Substance Abuse Prevention program shall be in accordance with this Sound Transit Labor Compliance Manual.

PART 10 PARKING INTERPRETATION

The Contractor and each of its Subcontractors shall comply with the Parking Interpretation as set forth in Attachment D to this Manual.
ATTACHMENT A – WAGE RATES – STATE AND FEDERAL
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, worker’s wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date:
6/15/2011

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<th>Overtime</th>
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<td>Journey Level</td>
<td>$22.74</td>
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<td>King</td>
<td>Carpenters</td>
<td>Acoustical Worker</td>
<td>$48.63</td>
<td>5D</td>
<td>1M</td>
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<td>Bridge, Dock And Wharf Carpenters</td>
<td>$48.47</td>
<td>5D</td>
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<td>King</td>
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<td>Carpenters</td>
<td>Creosoted Material</td>
<td>$48.60</td>
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<td>Floor Finisher</td>
<td>$48.60</td>
<td>5D</td>
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<td>Floor Layer</td>
<td>$48.60</td>
<td>5D</td>
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<td>Floor Sander</td>
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<td>5D</td>
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<td>Sawfiler</td>
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<td>Shingler</td>
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<td>Carpenters</td>
<td>Stationary Power Saw Operator</td>
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<td>King</td>
<td>Divers &amp; Tenders</td>
<td>Diver</td>
<td>$100.28</td>
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<td>Diver On Standby</td>
<td>$56.68</td>
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<td>Diver Tender</td>
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<td>Divers &amp; Tenders</td>
<td>Surface Rcv &amp; Rov Operator</td>
<td>$52.23</td>
<td>5D</td>
<td>1M</td>
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<td>Surface Rcv &amp; Rov Operator Tender</td>
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<td>Dredge Workers</td>
<td>Assistant Engineer</td>
<td>$49.57</td>
<td>5D</td>
<td>1T</td>
<td>8L</td>
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<td>Dredge Workers</td>
<td>Assistant Mate (deckhand)</td>
<td>$49.06</td>
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<td>Dredge Workers</td>
<td>Engineer Welder</td>
<td>$49.62</td>
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<td>King</td>
<td>Dredge Workers</td>
<td>Leverman, Hydraulic</td>
<td>$51.19</td>
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<td>Mates And Boatmen</td>
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<td>Oiler</td>
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<td>Drywall Applicator</td>
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<td>Electrical Fixture Maintenance Workers</td>
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<td>$25.34</td>
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<td>King</td>
<td>Electricians - Inside</td>
<td>Cable Splicer</td>
<td>$61.93</td>
<td>7C</td>
<td>2W</td>
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<td>Electricians - Inside</td>
<td>Cable Splicer (tunnel)</td>
<td>$66.55</td>
<td>7C</td>
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<tr>
<td>King</td>
<td>Electricians - Inside</td>
<td>Certified Welder</td>
<td>$59.83</td>
<td>7C</td>
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<td>Certified Welder (tunnel)</td>
<td>$64.23</td>
<td>7C</td>
<td>2W</td>
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<td>Electricians - Inside</td>
<td>Construction Stock Person</td>
<td>$31.83</td>
<td>7C</td>
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<td>$57.72</td>
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<td>Electricians - Inside</td>
<td>Journey Level (tunnel)</td>
<td>$61.93</td>
<td>7C</td>
<td>2W</td>
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<td>King</td>
<td>Electricians - Motor Shop</td>
<td>Craftsman</td>
<td>$15.37</td>
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<td>King</td>
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<td>Cable Splicer</td>
<td>$63.04</td>
<td>5A</td>
<td>4A</td>
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<td>King</td>
<td>Electricians - Powerline Construction</td>
<td>Certified Line Welder</td>
<td>$57.61</td>
<td>5A</td>
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<td>King</td>
<td>Electricians - Powerline Construction</td>
<td>Groundperson</td>
<td>$41.06</td>
<td>5A</td>
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<td>Electricians - Powerline Construction</td>
<td>Head Groundperson</td>
<td>$43.33</td>
<td>5A</td>
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<td>Heavy Line Equipment Operator</td>
<td>$57.61</td>
<td>5A</td>
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<td>Jackhammer Operator</td>
<td>$43.33</td>
<td>5A</td>
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<td>Electricians - Powerline Construction</td>
<td>Journey Level Lineman</td>
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<td>Line Equipment Operator</td>
<td>$48.64</td>
<td>5A</td>
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<td>Pole Sprayer</td>
<td>$57.61</td>
<td>5A</td>
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<td>5A</td>
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<td>Elevator Constructors</td>
<td>Mechanic</td>
<td>$67.91</td>
<td>7D</td>
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<td>Elevator Constructors</td>
<td>Mechanic In Charge</td>
<td>$73.87</td>
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<td>Fabricated Precast Concrete Products</td>
<td>All Classifications - In-Factory Work Only</td>
<td>$13.60</td>
<td>5B</td>
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<td>Fence Erectors</td>
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<td>$15.18</td>
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<td>King</td>
<td>Flaggers</td>
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<td>$33.93</td>
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<td>Job Title</td>
<td>Industry</td>
<td>Rate</td>
<td>Level</td>
<td>Year</td>
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<td>Glaziers</td>
<td>Journey Level</td>
<td>$50.66</td>
<td>7L</td>
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<td>King</td>
<td>Heat &amp; Frost Insulators And Asbestos Workers</td>
<td>Journeyman</td>
<td>$53.44</td>
<td>5J</td>
<td>1S</td>
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<td>King</td>
<td>Heating Equipment Mechanics</td>
<td>Journey Level</td>
<td>$63.27</td>
<td>7F</td>
<td>1E</td>
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<tr>
<td>King</td>
<td>Hod Carriers &amp; Mason Tenders</td>
<td>Journey Level</td>
<td>$41.28</td>
<td>7A</td>
<td>1H</td>
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<td>King</td>
<td>Industrial Engine And Machine Mechanics</td>
<td>Journey Level</td>
<td>$15.65</td>
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<td>King</td>
<td>Industrial Power Vacuum Cleaner</td>
<td>Journey Level</td>
<td>$9.24</td>
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<td>King</td>
<td>Inland Boatmen Boat Operator</td>
<td>$50.72</td>
<td>5B</td>
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<td>Inland Boatmen Cook</td>
<td>$47.54</td>
<td>5B</td>
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<td>King</td>
<td>Inland Boatmen Deckhand</td>
<td>$47.54</td>
<td>5B</td>
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<td>Inland Boatmen Deckhand Engineer</td>
<td>$48.48</td>
<td>5B</td>
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<td>Inland Boatmen Launch Operator</td>
<td>$49.63</td>
<td>5B</td>
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<td>Inland Boatmen Mate</td>
<td>$49.63</td>
<td>5B</td>
<td>1K</td>
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<tr>
<td>King</td>
<td>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control Cleaner Operator, Foamer Operator</td>
<td>$31.49</td>
<td>1</td>
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<td>King</td>
<td>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control Grout Truck Operator</td>
<td>$11.48</td>
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<td>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control Head Operator</td>
<td>$24.91</td>
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<td>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control Technician</td>
<td>$19.33</td>
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<td>$20.45</td>
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<td>Insulation Applicators Journey Level</td>
<td>$48.47</td>
<td>5D</td>
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<td>Ironworkers</td>
<td>Journeyman</td>
<td>$57.52</td>
<td>7N</td>
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<tr>
<td>King</td>
<td>Laborers</td>
<td>Air, Gas Or Electric Vibrating Screed</td>
<td>$40.03</td>
<td>7A</td>
<td>1H</td>
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<td>King</td>
<td>Laborers</td>
<td>Airtrac Drill Operator</td>
<td>$41.28</td>
<td>7A</td>
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<td>Ballast Regular Machine</td>
<td>$40.03</td>
<td>7A</td>
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<td>Batch Weighman</td>
<td>$33.93</td>
<td>7A</td>
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<td>King</td>
<td>Laborers</td>
<td>Brick Pavers</td>
<td>$40.03</td>
<td>7A</td>
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<td>King</td>
<td>Laborers</td>
<td>Brush Cutter</td>
<td>$40.03</td>
<td>7A</td>
<td>1H</td>
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<td>King</td>
<td>Laborers</td>
<td>Brush Hog Feeder</td>
<td>$40.03</td>
<td>7A</td>
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<tr>
<td>King</td>
<td>Laborers</td>
<td>Burner</td>
<td>$40.03</td>
<td>7A</td>
<td>1H</td>
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<td>King</td>
<td>Laborers</td>
<td>Caisson Worker</td>
<td>$41.28</td>
<td>7A</td>
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<td>Laborers</td>
<td>Carpenter Tender</td>
<td>$40.03</td>
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<td>King</td>
<td>Laborers</td>
<td>Caulker</td>
<td>$40.03</td>
<td>7A</td>
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<td>King</td>
<td>Laborers</td>
<td>Cement Dumper-paving</td>
<td>$40.77</td>
<td>7A</td>
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<td>King</td>
<td>Laborers</td>
<td>Cement Finisher Tender</td>
<td>$40.03</td>
<td>7A</td>
<td>1H</td>
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<tr>
<td>King</td>
<td>Laborers</td>
<td>Change House Or Dry Shack</td>
<td>$40.03</td>
<td>7A</td>
<td>1H</td>
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<tr>
<td>King Laborers</td>
<td>Chipping Gun (under 30 Lbs.)</td>
<td>$40.03</td>
<td>7A</td>
<td>1H</td>
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<tr>
<td>King Laborers</td>
<td>Chipping Gun (30 Lbs. And Over)</td>
<td>$40.77</td>
<td>7A</td>
<td>1H</td>
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<tr>
<td>King Laborers</td>
<td>Choker Setter</td>
<td>$40.03</td>
<td>7A</td>
<td>1H</td>
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<tr>
<td>King Laborers</td>
<td>Chuck Tender</td>
<td>$40.03</td>
<td>7A</td>
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<tr>
<td>King Laborers</td>
<td>Clary Power Spreader</td>
<td>$40.77</td>
<td>7A</td>
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<tr>
<td>King Laborers</td>
<td>Clean-up Laborer</td>
<td>$40.03</td>
<td>7A</td>
<td>1H</td>
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<tr>
<td>King Laborers</td>
<td>Compressed Air Worker 0-30 psi</td>
<td>$52.08</td>
<td>7A</td>
<td>1H</td>
<td>8Q</td>
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<tr>
<td>King Laborers</td>
<td>Compressed Air Worker 30.01-44.00 psi</td>
<td>$57.08</td>
<td>7A</td>
<td>1H</td>
<td>8Q</td>
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<tr>
<td>King Laborers</td>
<td>Compressed Air Worker 44.01-54.00 psi</td>
<td>$60.76</td>
<td>7A</td>
<td>1H</td>
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<td>King Laborers</td>
<td>Compressed Air Worker 54.01-60.00 psi</td>
<td>$66.46</td>
<td>7A</td>
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<td>King Laborers</td>
<td>Compressed Air Worker 60.01-64.00 psi</td>
<td>$68.58</td>
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<td>King Laborers</td>
<td>Concrete Dumper/chute Operator</td>
<td>$40.77</td>
<td>7A</td>
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<tr>
<td>King Laborers</td>
<td>Concrete Form Stripper</td>
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<tr>
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<td>Concrete Placement Crew</td>
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<td>King Laborers</td>
<td>Concrete Saw Operator/core Driller</td>
<td>$40.77</td>
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<tr>
<td>King Laborers</td>
<td>Crusher Feeder</td>
<td>$33.93</td>
<td>7A</td>
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<tr>
<td>King Laborers</td>
<td>Curing Laborer</td>
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<td>7A</td>
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<tr>
<td>King Laborers</td>
<td>Demolition: Wrecking &amp; Moving (incl. Charred Material)</td>
<td>$40.03</td>
<td>7A</td>
<td>1H</td>
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<tr>
<td>King Laborers</td>
<td>Ditch Digger</td>
<td>$40.03</td>
<td>7A</td>
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<tr>
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<td>Diver</td>
<td>$41.28</td>
<td>7A</td>
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<tr>
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<td>Drill Operator (hydraulic, diamond)</td>
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<td>Dry Stack Walls</td>
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<td>Faller &amp; Bucker Chain Saw</td>
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<tr>
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<td>Fine Graders</td>
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<tr>
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<td>$33.93</td>
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<td>Gabian Basket Builders</td>
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<tr>
<td>King Laborers</td>
<td>Grout Machine Tender</td>
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<td>7A</td>
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<td>King Laborers</td>
<td>Groutmen (pressure)including Post Tension Beams</td>
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<tr>
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<td>Hazardous Waste Worker (level A)</td>
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<td>High Scaler</td>
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<td>Jackhammer</td>
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<td>7A</td>
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<td>$40.03</td>
<td>7A</td>
<td>1H</td>
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<td>King Laborers</td>
<td>Manhole Builder-mudman</td>
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<td>Miner</td>
<td>$41.28</td>
<td>7A</td>
<td>1H</td>
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<tr>
<td>King Laborers</td>
<td>Motorman-dinky Locomotive</td>
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<td>7A</td>
<td>1H</td>
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<tr>
<td>King Laborers</td>
<td>Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air &amp; Water On Concrete &amp; Rock, Sandblast, Gunite, Shotcrete, Water Bla</td>
<td>$40.77</td>
<td>7A</td>
<td>1H</td>
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<tr>
<td>King Laborers</td>
<td>Pavement Breaker</td>
<td>$40.77</td>
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<td>7A</td>
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<tr>
<td>King Laborers</td>
<td>Pipe Layer/tailor</td>
<td>$40.77</td>
<td>7A</td>
<td>1H</td>
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<tr>
<td>King Laborers</td>
<td>Pipe Pot Tender</td>
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<td>7A</td>
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<td>Pipe Reliner</td>
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<td>7A</td>
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<td>7A</td>
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<td>Pot Tender</td>
<td>$40.03</td>
<td>7A</td>
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<td>Powderman</td>
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<td>7A</td>
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<td>King Laborers</td>
<td>Powderman's Helper</td>
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<td>King Laborers</td>
<td>Power Stakes</td>
<td>$45.00</td>
<td>7A</td>
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<tr>
<td>King Laborers</td>
<td>Railroad Spike Puller - Power</td>
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<td>7A</td>
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<tr>
<td>King Laborers</td>
<td>Raker - Asphalt</td>
<td>$41.28</td>
<td>7A</td>
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<tr>
<td>King Laborers</td>
<td>Re-timberman</td>
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<td>7A</td>
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<td>Remote Equipment Operator</td>
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<td>7A</td>
<td>1H</td>
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<tr>
<td>King Laborers</td>
<td>Rigger/signal Person</td>
<td>$40.77</td>
<td>7A</td>
<td>1H</td>
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<tr>
<td>King Laborers</td>
<td>Rip Rap Person</td>
<td>$40.03</td>
<td>7A</td>
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<td>King Laborers</td>
<td>Rivet Buster</td>
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<td>7A</td>
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<td>Rodder</td>
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<td>7A</td>
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<td>King Laborers</td>
<td>Scaffold Erector</td>
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<td>7A</td>
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<tr>
<td>King Laborers</td>
<td>Scale Person</td>
<td>$40.03</td>
<td>7A</td>
<td>1H</td>
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<td>King</td>
<td>Laborers</td>
<td>Sloper (over 20&quot;)</td>
<td>$40.77</td>
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<td>1H</td>
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<td>King</td>
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<td>Sloper Sprayer</td>
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<td>7A</td>
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<td>King</td>
<td>Laborers</td>
<td>Spreader (concrete)</td>
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<td>King</td>
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<td>Stake Hopper</td>
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<td>Stock Piler</td>
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<td>King</td>
<td>Laborers</td>
<td>Tamper &amp; Similar Electric, Air &amp; Gas Operated Tools</td>
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<td>King</td>
<td>Laborers</td>
<td>Tamper (multiple &amp; Self-propelled)</td>
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<td>7A</td>
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<tr>
<td>King</td>
<td>Laborers</td>
<td>Timber Person - Sewer (lagger, Shorer &amp; Cribber)</td>
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<td>7A</td>
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<td>Toolroom Person (at Jobsite)</td>
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<td>7A</td>
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<tr>
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<td>Track Laborer</td>
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<td>7A</td>
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<td>Track Liner (power)</td>
<td>$40.77</td>
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<td>Truck Spotter</td>
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<td>Tugger Operator</td>
<td>$40.77</td>
<td>7A</td>
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<td>Laborers</td>
<td>Tunnel Work-Guage and Lock Tender</td>
<td>$41.38</td>
<td>7A</td>
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<td>Laborers</td>
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<td>$41.38</td>
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<td>Vibrator</td>
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<td>Vinyl Seamer</td>
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<td>Watchman</td>
<td>$30.84</td>
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<td>Welder</td>
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<td>Well Point Laborer</td>
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<td>Window Washer/cleaner</td>
<td>$30.84</td>
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<td>Laborers - Underground Sewer &amp; Water</td>
<td>General Laborer &amp; Topman</td>
<td>$40.03</td>
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<td>Laborers - Underground Sewer &amp; Water</td>
<td>Pipe Layer</td>
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<td>King</td>
<td>Landscape Construction</td>
<td>Irrigation Or Lawn Sprinkler Installers</td>
<td>$13.56</td>
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<td>Landscape Construction</td>
<td>Landscape Equipment Operators Or Truck Drivers</td>
<td>$28.17</td>
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<td>Landscaping or Planting Laborers</td>
<td>$17.87</td>
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<td>King</td>
<td>Lathers</td>
<td>Journey Level</td>
<td>$48.74</td>
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<td>Marble Setters</td>
<td>Journey Level</td>
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<td>Metal Fabrication (In Shop)</td>
<td>Fitter</td>
<td>$15.86</td>
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<td>Laborer</td>
<td>$9.78</td>
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<td>Metal Fabrication (In Shop)</td>
<td>Machine Operator</td>
<td>$13.04</td>
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<td>Painter</td>
<td>$11.10</td>
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<td>Millwright</td>
<td>Journey Level</td>
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<td>Cabinet Assembly</td>
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<td>King</td>
<td>Modular Buildings</td>
<td>Production Worker</td>
<td>$9.40</td>
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<td>$11.56</td>
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<td>Modular Buildings</td>
<td>Welder</td>
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<td>Painters</td>
<td>Journey Level</td>
<td>$34.87</td>
<td>6Z 2B</td>
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<td>King</td>
<td>Pile Driver</td>
<td>Journey Level</td>
<td>$48.67</td>
<td>5A 1M</td>
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<td>King</td>
<td>Plasterers</td>
<td>Journey Level</td>
<td>$46.63</td>
<td>7Q 1R</td>
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<td>King</td>
<td>Playground &amp; Park Equipment Installers</td>
<td>Journey Level</td>
<td>$8.67</td>
<td>1</td>
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<td>Plumbers &amp; Pipefitters</td>
<td>Journey Level</td>
<td>$70.84</td>
<td>6Z 1G</td>
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<td>Asphalt Plant Operators</td>
<td>$50.39</td>
<td>7A 1T 8P</td>
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<td>$47.12</td>
<td>7A 1T 8P</td>
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<td>King</td>
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<td>Barrier Machine (zipper)</td>
<td>$49.90</td>
<td>7A 1T 8P</td>
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<tr>
<td>King</td>
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<td>Batch Plant Operator, Concrete</td>
<td>$49.90</td>
<td>7A 1T 8P</td>
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<td>King</td>
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<td>Brokk - Remote Demolition Equipment</td>
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<td>Brooms</td>
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<td>King</td>
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<td>Bump Cutter</td>
<td>$49.90</td>
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<td>Cableways</td>
<td>$50.39</td>
<td>7A 1T 8P</td>
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<td>King</td>
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<td>Chipper</td>
<td>$49.90</td>
<td>7A 1T 8P</td>
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<td>Compressor</td>
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<td>7A 1T 8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Concrete Pump: Truck Mount With Boom Attachment Over 42 M</td>
<td>$50.39</td>
<td>7A 1T 8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Concrete Finish Machine -laser Screed</td>
<td>$47.12</td>
<td>7A 1T 8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.</td>
<td>$49.48</td>
<td>7A 1T 8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Concrete Pump: Truck Mount With Boom Attachment Up To 42m</td>
<td>$49.90</td>
<td>7A 1T 8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Conveyors</td>
<td>$49.48</td>
<td>7A 1T 8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Cranes: 20 Tons Through 44 Tons With Attachments Overhead, Bridge Type Crane: 20 Tons Through 44 Tons</td>
<td>$49.90</td>
<td>7A 1T 8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Cranes: 100 Tons Through 199 Tons, or 150’ of boom (including jib with attachments); Overhead, bridge type, 100 tons and over; Tower crane up to 175’ in height, base to boom.</td>
<td>$50.94</td>
<td>7A 1T 8P</td>
<td></td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)</td>
<td>$51.51</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Cranes: A-frame - 10 Tons And Under</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Cranes: Friction 100 Tons Through 199 Tons</td>
<td>$51.51</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Cranes: Friction Over 200 Tons</td>
<td>$52.07</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)</td>
<td>$52.07</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Crusher</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Deck Engineer/Deck Winches (power)</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Derricks, On Building Work</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Dozer Quad 9, HD 41, D10 and Over</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Dozers D-9 &amp; Under</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Drill Oilers: Auger Type, Truck Or Crane Mount</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Drilling Machine</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Elevator And Man-lift: Permanent And Shaft Type</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Finishing Machine, Bidwell And Gamaco &amp; Similar Equipment</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Forklift: 3000 Lbs And Over With Attachments</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Forklifts: Under 3000 Lbs. With Attachments</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Grade Engineer: Using Blue Prints, Cut Sheets, Etc</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Gradechecker/stakeman</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Guardrail Punch/Auger</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. &amp; Over</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Horizontal/directional Drill Locator</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Horizontal/directional Drill Operator</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Hydralifts/boom Trucks Over 10 Tons</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Hydralifts/boom Trucks, 10 Tons And Under</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Loader, Overhead 8 Yards. &amp; Over</td>
<td>$50.94</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Loader, Overhead, 6 Yards. But Not Including 8 Yards</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Loaders, Overhead Under 6 Yards</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Loaders, Plant Feed</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Loaders: Elevating Type Belt</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Locomotives, All</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Material Transfer Device</td>
<td>$49.90</td>
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<td>Power Equipment Operators</td>
<td>Mechanics, All (leadmen - $0.50 Per Hour Over Mechanic)</td>
<td>$50.94</td>
<td>7A</td>
<td>1T</td>
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<td>Power Equipment Operators</td>
<td>Mixers: Asphalt Plant</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Motor Patrol Grader - Non-finishing</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Motor Patrol Graders, Finishing</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Oil Distributors, Blower Distribution &amp; Mulch Seeding Operator</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Outside Hoists (elevators And Manlifts), Air Tuggers,strato</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Overhead, Bridge Type: 45 Tons Through 99 Tons</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Pavement Breaker</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Pile Driver (other Than Crane Mount)</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Plant Oiler - Asphalt, Crusher</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Posthole Digger, Mechanical</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Power Plant</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Pumps - Water</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Quick Tower - No Cab, Under 100 Feet In Height Based To Boom</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Remote Control Operator On Rubber Tired Earth Moving Equipment</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Rigger And Bellman</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Rollagon</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Roller, Other Than Plant Mix</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Roller, Plant Mix Or Multi-lift Materials</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Description</td>
<td>Rate</td>
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<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Roto-mill, Roto-grinder</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Saws - Concrete</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Scraper, Self Propelled Under 45 Yards</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<td>King</td>
<td>Power Equipment Operators</td>
<td>Scrapers - Concrete &amp; Carry All</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Scrapers, Self-propelled: 45 Yards And Over</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Service Engineers - Equipment</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
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<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Shotcrete/gunite Equipment</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons</td>
<td>$50.94</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoes: Over 90 Metric Tons</td>
<td>$51.51</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Slipform Pavers</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Spreader, Topsider &amp; Screedman</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Subgrader Trimmer</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Tower Bucket Elevators</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Tower Crane Over 175'in Height, Base To Boom</td>
<td>$51.51</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Tower Crane Up To 175' In Height Base To Boom</td>
<td>$50.94</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Transporters, All Track Or Truck Type</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Trenching Machines</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Truck Crane Oiler/driver - 100 Tons And Over</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Truck Crane Oiler/driver Under 100 Tons</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Truck Mount Portable Conveyor</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Welder</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Wheel Tractors, Farmall Type</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators</td>
<td>Yo Yo Pay Dozer</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Asphalt Plant Operators</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Assistant Engineer</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Barrier Machine (zipper)</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Batch Plant Operator,</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Concrete</td>
<td></td>
<td></td>
<td></td>
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<td>-----------------------------------------------------</td>
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</tr>
<tr>
<td>Bobcat</td>
<td>Underground Sewer &amp; Water</td>
<td></td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Brokk - Remote Demolition Equipment</td>
<td></td>
<td></td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Brooms</td>
<td></td>
<td></td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Bump Cutter</td>
<td></td>
<td></td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Chipper</td>
<td></td>
<td></td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Compressor</td>
<td></td>
<td></td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Concrete Pump: Truck Mount With Boom Attachment Over 42 M</td>
<td></td>
<td></td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Concrete Finish Machine -laser Screed</td>
<td></td>
<td></td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.</td>
<td></td>
<td></td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Concrete Pump: Truck Mount With Boom Attachment Up To 42m</td>
<td></td>
<td></td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Conveyors</td>
<td></td>
<td></td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Cranes: 20 Tons Through 44 Tons With Attachments Overhead, Bridge Type Crane: 20 Tons Through 44 Tons</td>
<td></td>
<td></td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)</td>
<td></td>
<td></td>
<td>$51.51</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)</td>
<td></td>
<td></td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Cranes: A-frame - 10 Tons And Under</td>
<td></td>
<td></td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Cranes: Friction 100 Tons Through 199 Tons</td>
<td></td>
<td></td>
<td>$51.51</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Cranes: Friction Over 200 Tons</td>
<td></td>
<td></td>
<td>$52.07</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)</td>
<td></td>
<td></td>
<td>$52.07</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons</td>
<td></td>
<td></td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cruncher</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
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<td>------</td>
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</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Deck Engineer/ deck Winches (power)</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Derricks, On Building Work</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Dozer Quad 9, HD 41, D10 and Over</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Dozers D-9 &amp; Under</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Drill Oilers: Auger Type, Truck Or Crane Mount</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Drilling Machine</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Elevator And Man-lift: Permanent And Shaft Type</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Finishing Machine, Bidwell And Gamaco &amp; Similar Equipment</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Forklift: 3000 Lbs And Over With Attachments</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Forklifts: Under 3000 Lbs. With Attachments</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Grade Engineer: Using Blue Prints, Cut Sheets, Etc</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Gradechecker/stakeman</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Guardrail Punch/Auger</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. &amp; Over</td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Horizontal/directional Drill Locator</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Horizontal/directional Drill Operator</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Hydralifts/boom Trucks Over 10 Tons</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Hydralifts/boom Trucks, 10 Tons And Under</td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Loader, Overhead 8 Yards. &amp; Over</td>
<td>$50.94</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Loader, Overhead, 6 Yards. But Not Including 8 Yards</td>
<td>$50.94</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Loaders, Overhead Under 6 Yards</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Loaders, Plant Feed</td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Loaders: Elevating Type Belt</strong></td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
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</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Locomotives, All</strong></td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Material Transfer Device</strong></td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Mechanics, All (leadmen - $0.50 Per Hour Over Mechanic)</strong></td>
<td>$50.94</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Mixers: Asphalt Plant</strong></td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Motor Patrol Grader - Non-finish</strong></td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Motor Patrol Graders, Finishing</strong></td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield</strong></td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Oil Distributors, Blower Distribution &amp; Mulch Seeding Operator</strong></td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Outside Hoists (elevators And Manlifts), Air Tuggers, strato</strong></td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Overhead, Bridge Type: 45 Tons Through 99 Tons</strong></td>
<td>$50.39</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Pavement Breaker</strong></td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Pile Driver (other Than Crane Mount)</strong></td>
<td>$49.90</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Plant Oiler - Asphalt, Crusher</strong></td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Posthole Digger, Mechanical</strong></td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Power Plant</strong></td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Pumps - Water</strong></td>
<td>$47.12</td>
<td>7A</td>
<td>1T</td>
<td>8P</td>
</tr>
<tr>
<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Quick Tower - No Cab, Under 100 Feet In Height Based To Boom</strong></td>
<td>$47.12</td>
<td>7A</td>
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<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Remote Control Operator On Rubber Tired Earth Moving Equipment</strong></td>
<td>$50.39</td>
<td>7A</td>
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<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Rigger And Bellman</strong></td>
<td>$47.12</td>
<td>7A</td>
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<td>8P</td>
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<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Rollagon</strong></td>
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<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Roller, Other Than Plant Mix</strong></td>
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<td>7A</td>
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<td>King</td>
<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td><strong>Roller, Plant Mix Or Multi-lift Materials</strong></td>
<td>$49.48</td>
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<td>Description of Equipment</td>
<td>Rate</td>
<td>Capacity</td>
<td>Hours</td>
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<tr>
<td>King</td>
<td>Roto-mill, Roto-grinder</td>
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<td>7A</td>
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<td>Saws - Concrete</td>
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<td>7A</td>
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<td>King</td>
<td>Scraper, Self Propelled Under 45 Yards</td>
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<td>1T</td>
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<td>King</td>
<td>Scraper, Concrete &amp; Carry All</td>
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<td>Scraper, Self-propelled: 45 Yards And Over</td>
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<td>Shotcrete/gunite Equipment</td>
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<td>Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons.</td>
<td>$49.48</td>
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<td>Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons</td>
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<td>Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons</td>
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<td>Shovel, Excavator, Backhoe: Over 50 Metric Tons To 90 Metric Tons</td>
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<td>Shovel, Excavator, Backhoes: Over 90 Metric Tons</td>
<td>$51.51</td>
<td>7A</td>
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<td>Slipform Pavers</td>
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<td>Spreader, Topsider &amp; Screedman</td>
<td>$50.39</td>
<td>7A</td>
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<td>Subgrader Trimmer</td>
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<td>Tower Bucket Elevators</td>
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<td>King</td>
<td>Tower Crane Over 175'in Height, Base To Boom</td>
<td>$51.51</td>
<td>7A</td>
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<td>King</td>
<td>Tower Crane Up To 175' In Height Base To Boom</td>
<td>$50.94</td>
<td>7A</td>
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<tr>
<td>King</td>
<td>Transporters, All Track Or Truck Type</td>
<td>$50.39</td>
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<td>Trenching Machines</td>
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<td>Truck Crane Oiler/driver - 100 Tons And Over</td>
<td>$49.90</td>
<td>7A</td>
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<td>King</td>
<td>Truck Crane Oiler/driver Under 100 Tons</td>
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<td>7A</td>
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<td>Truck Mount Portable Conveyor</td>
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<td>7A</td>
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<td>Welder</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Wheel Tractors, Farmall Type</td>
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<td>7A</td>
<td>1T</td>
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<td>King</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Yo Yo Pay Dozer</td>
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<td>Power Line Clearance Tree Trimmers</td>
<td>Journey Level In Charge</td>
<td>$41.04</td>
<td>5A</td>
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<td>Spray Person</td>
<td>$38.98</td>
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<td>Tree Equipment Operator</td>
<td>$41.04</td>
<td>5A</td>
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<td>Refrigeration &amp; Air Conditioning Mechanics</td>
<td>Journey Level</td>
<td>$67.56</td>
<td>6Z</td>
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<td>Residential Brick Mason</td>
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<td>5A</td>
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<td>Residential Cement Masons</td>
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<td>Residential Drywall Applicators</td>
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<td>$38.08</td>
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<td>Residential Drywall Tapers</td>
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<td>$34.54</td>
<td>7L</td>
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<td>Residential Insulation Applicators</td>
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<td>Residential Painters</td>
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<td>Residential Plumbers &amp; Pipefitters</td>
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<td>Journey Level</td>
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<tr>
<td>King</td>
<td>Residential Sheet Metal Workers</td>
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<td>$37.35</td>
<td>7F</td>
<td>1R</td>
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<td>King</td>
<td>Residential Soft Floor Layers</td>
<td>Journey Level</td>
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<td>Residential Sprinkler Fitters (Fire Protection)</td>
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<td>Residential Terrazzo/Tile Finishers</td>
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<td>King</td>
<td>Roofers</td>
<td>Journey Level</td>
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<td>5A</td>
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<td>Roofers</td>
<td>Using Irritable Bituminous Materials</td>
<td>$44.90</td>
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<td>Sheet Metal Workers</td>
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<td>7F</td>
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<td>Shipbuilding &amp; Ship Repair</td>
<td>Boilermaker</td>
<td>$33.26</td>
<td>7M</td>
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<td>Carpenter</td>
<td>$34.99</td>
<td>7O</td>
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<td>Electrician</td>
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<td>Heat &amp; Frost Insulator</td>
<td>$53.44</td>
<td>5J</td>
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<td>King</td>
<td>Shipbuilding &amp; Ship Repair</td>
<td>Laborer</td>
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<td>7O</td>
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<td>Shipbuilding &amp; Ship Repair</td>
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<td>7O</td>
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<td>King</td>
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<td>$34.64</td>
<td>7O</td>
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<td>Pipefitter</td>
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<td>7O</td>
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<td>Shipfitter</td>
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<td>Welder/burner</td>
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<td>Sign Makers &amp; Installers (Electrical)</td>
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<td>Sign Makers &amp; Installers (Non-Electrical)</td>
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<td>$21.36</td>
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<td>Sign Makers &amp; Installers (Non-Electrical)</td>
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<td>Sign Maker</td>
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<td>Journey Level</td>
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<td>Solar Controls For Windows</td>
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<td>Journey Level</td>
<td>$68.79</td>
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<td>Journey Level</td>
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<td>King</td>
<td>Stone Masons</td>
<td>Journey Level</td>
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<td>5A</td>
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<td>Street And Parking Lot Sweeper Workers</td>
<td>Journey Level</td>
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<td>King</td>
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<td>Assistant Construction Site Surveyor</td>
<td>$49.48</td>
<td>7A</td>
<td>1T</td>
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<td>Surveyors</td>
<td>Chainman</td>
<td>$48.96</td>
<td>7A</td>
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<td>Surveyors</td>
<td>Construction Site Surveyor</td>
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<td>7A</td>
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<td>Cable Splicer</td>
<td>$32.27</td>
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<td>Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)</td>
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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, worker’s wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Apprentice Level Prevailing Wage Rates for King County and Asbestos Abatement Workers Trade for the Effective Date: 6/15/2011

<table>
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<tr>
<th>Step</th>
<th>Occupation</th>
<th>Begin Hours</th>
<th>End Hours</th>
<th>Apprentice Wage</th>
<th>Holiday</th>
<th>Overtime</th>
<th>Note</th>
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<td>Step 3</td>
<td>Asbestos Abatement/Western WA</td>
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### Apprentice Level Prevailing Wage Rates for King County and Boilermakers Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Brick Mason Trade for the Effective Date: 6/15/2011

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<tr>
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<th>Apprentice Wage</th>
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Apprentice Level Prevailing Wage Rates for King County and Carpenters Trade for the Effective Date: 6/15/2011

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### Apprentice Level Prevailing Wage Rates for King County and Cement Masons Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Drywall Applicator Trade for the Effective Date: 6/15/2011

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<th>Holiday</th>
<th>Overtime</th>
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Apprentice Level Prevailing Wage Rates for King County and Drywall Tapers Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Electrical Fixture Maintenance Workers Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Electrical Fixture Maintenance Workers Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Electricians - Inside Trade for the Effective Date: 6/15/2011

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### Apprentice Level Prevailing Wage Rates for King County and Electricians - Powerline Construction Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Electronic Technicians Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Electronic Technicians Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Electronic Technicians Trade for the Effective Date: 6/15/2011

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**Apprentice Level Prevailing Wage Rates for King County and Elevator Constructors Trade for the Effective Date: 6/15/2011**

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Apprentice Level Prevailing Wage Rates for King County and Flaggers Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Glaziers Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Heat & Frost Insulators And Asbestos Workers Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Heating Equipment Mechanics Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Hod Carriers & Mason Tenders Trade for the Effective Date: 6/15/2011

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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, worker’s wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

### Apprentice Level Prevailing Wage Rates for King County and Insulation Applicators Trade for the Effective Date: 6/15/2011

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### Apprentice Level Prevailing Wage Rates for King County and Ironworkers Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Laborers Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Laborers - Underground Sewer & Water Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Lathers Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Marble Setters Trade for the Effective Date: 6/15/2011

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<th>Holiday</th>
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### Apprentice Level Prevailing Wage Rates for King County and Millwright Trade for the Effective Date: 6/15/2011

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6/15/2011
Apprentice Level Prevailing Wage Rates for King County and Painters Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Pile Driver Trade for the Effective Date: 6/15/2011

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**Washington State Prevailing Wage**

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### Apprentice Level Prevailing Wage Rates for King County and Plasterers Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Plumbers & Pipefitters Trade for the Effective Date: 6/15/2011

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### Apprentice Level Prevailing Wage Rates for King County and Power Equipment Operators Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Power Equipment Operators- Underground Sewer & Water Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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### Apprentice Level Prevailing Wage Rates for King County and Power Line Clearance Tree Trimmers Trade for the Effective Date: 6/15/2011

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### Washington State Prevailing Wage

Apprentice Level Prevailing Wage Rates for King County and Refrigeration & Air Conditioning Mechanics Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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### Apprentice Level Prevailing Wage Rates for King County and Residential Brick Mason Trade for the Effective Date: 6/15/2011

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

## Apprentice Level Prevailing Wage Rates for King County and Residential Carpenters Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Residential Carpenters Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Residential Carpenters Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Residential Cement Masons Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Residential Drywall Applicators Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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### Apprentice Level Prevailing Wage Rates for King County and Residential Electricians Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Traffic Control Strippers Trade for the Effective Date:
6/15/2011

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6/15/2011
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Apprentice Level Prevailing Wage Rates for King County and Tile, Marble & Terrazzo Finishers Trade for the Effective Date: 6/15/2011

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### Apprentice Level Prevailing Wage Rates for King County and Tile Setters Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Terrazzo Workers Trade for the Effective Date: 6/15/2011

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**Apprentice Level Prevailing Wage Rates for King County and Telecommunication Technicians Trade for the Effective Date: 6/15/2011**

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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, worker’s wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Apprentice Level Prevailing Wage Rates for King County and Surveyors Trade for the Effective Date: 6/15/2011

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6/15/2011
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Apprentice Level Prevailing Wage Rates for King County and Stone Masons Trade for the Effective Date: 6/15/2011

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6/15/2011
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### Apprentice Level Prevailing Wage Rates for King County and Sprinkler Fitters (Fire Protection) Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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## Apprentice Level Prevailing Wage Rates for King County and Soft Floor Layers Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Shipbuilding & Ship Repair Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Sheet Metal Workers Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Roofers Trade for the Effective Date: 6/15/2011

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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, worker’s wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Apprentice Level Prevailing Wage Rates for King County and Residential Terrazzo Workers Trade for the Effective Date: 6/15/2011

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

### Apprentice Level Prevailing Wage Rates for King County and Residential Stone Masons Trade for the Effective Date: 6/15/2011

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

Apprentice Level Prevailing Wage Rates for King County and Residential Soft Floor Layers Trade for the Effective Date: 6/15/2011

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**Apprentice Level Prevailing Wage Rates for King County and Residential Sheet Metal Workers Trade for the Effective Date: 6/15/2011**

| Step | Occupation                          | Begin Hours | End Hours | Apprentice Wage | Holiday | Overtime | Note |
Washington State Prevailing Wage

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Apprentice Level Prevailing Wage Rates for King County and Residential Refrigeration & Air Conditioning Mechanics

Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage
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Apprentice Level Prevailing Wage Rates for King County and Residential Plumbers & Pipefitters Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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## Apprentice Level Prevailing Wage Rates for King County and Residential Plumbers & Pipefitters Trade for the Effective Date: 6/15/2011

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State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage
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### Apprentice Level Prevailing Wage Rates for King County and Residential Painters Trade for the Effective Date: 6/15/2011

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Washington State Prevailing Wage

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**Apprentice Level Prevailing Wage Rates for King County and Residential Painters Trade for the Effective Date: 6/15/2011**

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Apprentice Level Prevailing Wage Rates for King County and Residential Painters Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Residential Marble Setters Trade for the Effective Date: 6/15/2011

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Apprentice Level Prevailing Wage Rates for King County and Residential Insulation Applicators Trade for the Effective Date: 6/15/2011

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### Apprentice Level Prevailing Wage Rates for King County and Residential Glaziers Trade for the Effective Date: 6/15/2011

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### Apprentice Level Prevailing Wage Rates for King County and Residential Electricians Trade for the Effective Date:
6/15/2011

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

**Apprentice Level Prevailing Wage Rates for King County and Truck Drivers Trade for the Effective Date: 6/15/2011**

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<th>Step</th>
<th>Occupation</th>
<th>Begin Hours</th>
<th>End Hours</th>
<th>Apprentice Wage</th>
<th>Holiday</th>
<th>Overtime</th>
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E. WA-690(Teamster/Lewiston


6/15/2011
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CURRENT FEDERAL (DAVIS-BACON DETERMINATIONS) WAGE RATES
GENERAL DECISION: WA20100051 04/01/2011 WA51

Date: April 1, 2011
General Decision Number: WA20100051 04/01/2011

Superseded General Decision Number: WA20080051

State: Washington

Construction Type: Building

County: King County in Washington.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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ASBE0007-002 01/01/2010

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BRWA0001-011 08/13/2010

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CARP0770-020 06/01/2009

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<td>CARPENTER (Acoustical Installation)...............$ 35.55 13.08</td>
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<td>CARPENTER (Including Formwork, Drywall Hanging,)</td>
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Cabinet Installation;
Insulator-Batt and Metal Stud Installation)....................$ 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:

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<th>City</th>
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<td>Olympia</td>
<td>Bellingham</td>
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<td>Auburn</td>
<td>Bremerton</td>
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<td>Aberdeen-Hoquiam</td>
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<td>Centralia</td>
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<td>Chelan</td>
<td>Pt. Townsend</td>
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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    $0.70/hour
Over 45 radius miles    $1.50/hour

ELEC0046-006 06/01/2009

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ELEC0046-007 01/29/2007

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ELEV0019-005 01/01/2010

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FOOTNOTE:
a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit.
b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

<table>
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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); Excavator/Trackhoe: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Loaders-overhead, 8 yards and over; excavator/Trackhoe: over 50 metric tons to 90 metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); 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

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Crane Oiler-100 Tons and Over; Compactor; Scraper: under 45 tons

GROUP 3 - Cranes-thru 19 tons with attachments; Dozers-D-9 and under; Motor patrol grader-nonfinishing; Roller-Plant Mix; Crane Oiler under 100 tons; Excavator/Trackhoe: under 15 metric tons; Forklift: 3000 lbs and over with attachments; Service Oiler; Concrete Pump; Outside Hoist (Elevators and Manlifts); Pump Grout

GROUP 4 - Roller-other than plant mix; Forklift: under 3000 lbs with attachments; Bobcat; Rigger/Bellman

IRON0086-010 07/01/2010
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LABO0001-016 06/01/2009

ZONE 1:

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<td>GROUP 4 .....................$ 31.70</td>
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<td>GROUP 5 .....................$ 32.21</td>
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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; Chipping Gun (under 30 lbs.); Form Stripping; Roof Tearoff

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator; Grade Checker; Gunite; Pipe Layer; Vibrating Plate

GROUP 5: Mason Tender-Brick

PAIN0005-029 07/01/2010

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PAIN0005-030 07/01/2010

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PAIN0005-031 07/01/2010

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=WA201... 6/15/2011
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</thead>
<tbody>
<tr>
<td>PAINTER (Including Brush, Roller, Spray and Prep Work) $22.03 7.71</td>
<td></td>
</tr>
<tr>
<td>GLAZIER $37.55 13.00</td>
<td></td>
</tr>
<tr>
<td>SOFT FLOOR LAYER (Including Vinyl and Carpet) $28.92 12.59</td>
<td></td>
</tr>
<tr>
<td>PLASTERER $32.50 12.33</td>
<td></td>
</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER $33.00 13.88</td>
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</tr>
<tr>
<td>PIPEFITTER $49.71 24.80</td>
<td></td>
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<tr>
<td>PLUMBER (Including HVAC Pipe Installation) $49.71 24.80</td>
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</tr>
<tr>
<td>REFRIGERATION MECHANIC $47.96 21.82</td>
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<tr>
<td>ROOFER (Excluding Metal Roofs) $28.62 11.43</td>
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<tr>
<td>SPRINKLER FITTER (Fire Sprinklers) $32.75 18.25</td>
<td></td>
</tr>
<tr>
<td>Sheet Metal Worker (Including HVAC Duct Work and Installation of HVAC Systems) $38.19 19.79</td>
<td></td>
</tr>
<tr>
<td>Rate Classification</td>
<td>Rate</td>
</tr>
<tr>
<td>---------------------</td>
<td>-------</td>
</tr>
<tr>
<td>LABORER: Driller</td>
<td>$17.17</td>
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<tr>
<td>LABORER: Irrigation</td>
<td>$11.58</td>
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<tr>
<td>LABORER: Landscape</td>
<td>$ 9.73</td>
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<tr>
<td>LABORER: Overhead Door Installation</td>
<td>$22.31</td>
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<tr>
<td>OPERATOR: Backhoe</td>
<td>$29.95</td>
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<tr>
<td>OPERATOR: Mechanic</td>
<td>$24.33</td>
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<tr>
<td>ROOFER: Metal Roof Only</td>
<td>$24.30</td>
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<tr>
<td>TILE SETTER</td>
<td>$18.72</td>
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<tr>
<td>TRUCK DRIVER: Dump Truck</td>
<td>$27.43</td>
</tr>
</tbody>
</table>

* TEAM0174-005 06/01/2009

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<table>
<thead>
<tr>
<th>Rate Classification</th>
<th>Rate</th>
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</tr>
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<tbody>
<tr>
<td>Truck drivers:</td>
<td></td>
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<tr>
<td>ZONE A:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GROUP 2:</td>
<td>$31.03</td>
<td>14.60</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>City</th>
<th>City</th>
<th>City</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>BELLENGHAM</td>
<td>CENTRALIA</td>
<td>RAYMOND</td>
<td>OLYMPIA</td>
</tr>
<tr>
<td>EVERETT</td>
<td>SHELTON</td>
<td>ANACORTES</td>
<td>BELLEVUE</td>
</tr>
<tr>
<td>SEATTLE</td>
<td>PORT ANGELES</td>
<td>MT. VERNON</td>
<td>KENT</td>
</tr>
<tr>
<td>TACOMA</td>
<td>PORT TOWNSEND</td>
<td>ABERDEEN</td>
<td>BREMERTON</td>
</tr>
</tbody>
</table>

TRUCK DRIVERS CLASSIFICATIONS

GROUP 2 - Semi-Trailer Truck

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

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Branch of Construction Wage Determinations
Wage and Hour Division
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.

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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
GENERAL DECISION: WA20100012 03/12/2010 WA12

Date: March 12, 2010
General Decision Number: WA20100012 03/12/2010
Superseded General Decision Number: WA20080012

State: Washington
Construction Types: Heavy Dredging
Counties: Washington Statewide.
STATEWIDE

SELF-PROPELLED HOPPER DREDGING

Modification Number Publication Date
0 03/12/2010
SUWA1993-015 09/01/1991

Rates Fringes
Self-Propelled Hopper Dredge, Drag Tender.........$  8.78  4.23+a

FOOTNOTE:

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 (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.

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Wage and Hour Division  
U.S. Department of Labor  
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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
GENERAL DECISION: WA20100110 01/21/2011 WA110

Date: January 21, 2011
General Decision Number: WA20100110 01/21/2011

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).

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>03/12/2010</td>
</tr>
<tr>
<td>1</td>
<td>03/19/2010</td>
</tr>
<tr>
<td>2</td>
<td>07/02/2010</td>
</tr>
<tr>
<td>3</td>
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<td>4</td>
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<tr>
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<td>08/13/2010</td>
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<td>6</td>
<td>09/10/2010</td>
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<td>7</td>
<td>10/01/2010</td>
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<td>8</td>
<td>11/19/2010</td>
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<tr>
<td>9</td>
<td>11/26/2010</td>
</tr>
<tr>
<td>10</td>
<td>01/21/2011</td>
</tr>
</tbody>
</table>

ASBE0007-001 01/01/2010

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

----------------------------------------------------------------

CARP0770-030 06/01/2009

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    $0.70/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; Filedriver; 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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER (Reinforcing, Structural and Ornamental)........ $ 37.67</td>
<td>19.60</td>
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</table>

LABO00001-025 06/01/2009

**ZONE 1:**

<table>
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<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Laborers:</td>
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</tr>
<tr>
<td>GROUP 2</td>
<td>$ 24.86</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$ 30.96</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$ 31.70</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$ 32.21</td>
</tr>
</tbody>
</table>

**ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):**

ZONE 2 - $1.00
ZONE 3 - $1.30

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=WA201... 6/15/2011
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

PAIN00005-008 03/01/2009

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

PLAS0528-004 08/01/2010

Rates Fringes
CEMENT MASON/CONCRETE FINISHER...$ 33.00 13.88

* PLUM0032-011 01/01/2011

Rates Fringes
Plumbers and Pipefitters............$ 49.71 24.80

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 cent 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)).

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* a survey underlying a wage determination
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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
GENERAL DECISION: WA20100120 01/21/2011 WA120

Date: January 21, 2011
General Decision Number: WA20100120 01/21/2011

Superseded General Decision Number: WA20080120

State: Washington

Construction Type: Heavy Dredging

Counties: Washington Statewide.

DREDGING CONSTRUCTION PROJECTS (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
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<tbody>
<tr>
<td>0</td>
<td>03/12/2010</td>
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<td>1</td>
<td>08/06/2010</td>
</tr>
<tr>
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<td>01/21/2011</td>
</tr>
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</table>

ENGI0302-009 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

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 95% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

WORK PERFORMED ON HYDRAULIC DREDGES:
Zone 1 (0-25 radius miles):

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power equipment operators:</td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td>TOTAL PROJECT COST $300,000 AND OVER............$ 33.91 15.15</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>TOTAL PROJECT COST $300,000 AND OVER............$ 34.04 15.15</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>TOTAL PROJECT COST $300,000 AND OVER............$ 34.42 15.15</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>TOTAL PROJECT COST $300,000 AND OVER............$ 34.47 15.15</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>TOTAL PROJECT COST $300,000 AND OVER............$ 36.04 15.15</td>
</tr>
<tr>
<td>GROUP 6</td>
<td>TOTAL PROJECT COST $300,000 AND OVER............$ 33.91 15.15</td>
</tr>
</tbody>
</table>

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) - $ .70
Zone 3 (Over 45 radius miles) - $1.00

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: Assistant Mate (Deckhand
GROUP 2: Oilier
GROUP 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump); Mates and Boatmen
GROUP 4: Craneman, Engineer Welder
GROUP 5: Leverman, Hydraulic
GROUP 6: Maintenance

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.

Heavy Wage rates (Category A) Applies to clam shell dredge, hoe and dipper, shovels and shovel attachments, cranes and bulldozers.

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.

----------------------------------------------------------------
ENGI0370-006 06/01/2010

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
### Work Performed on Hydraulic Dredges

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>GROUP 1</td>
<td>$24.66</td>
<td>11.55</td>
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<tr>
<td>GROUP 2</td>
<td>$24.58</td>
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<td>$25.97</td>
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<tr>
<td>GROUP 7</td>
<td>$26.06</td>
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Group 1: Assistant Mate (Deckhand)
Group 2: Assistant Engineer (Electric, Diesel, Steam, or Booster Pump)
Group 3: Engineer Welder
Group 4: Leverman, Hydraulic
Group 5: Maintenance
Group 6: Oiler
Group 7: Mates & Boatman

**Heavy Wage Rates Applies to Clam Shell Dredge, Hoe and Dipper, Shovels and Shovel Attachments, Cranes and Bulldozers.**

---

**LEWIS, PIERCE, PACIFIC (That Portion Which Lies North of a Parallel Line Extended West from the Northern Boundary of Wahkai Kum County to the Sea in the State of Washington) and Thurston Counties**

**Projects:**
**Category A Projects** (excludes Category B projects, as shown below)

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1</td>
<td>$33.91</td>
<td>15.15</td>
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<tr>
<td>GROUP 2</td>
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<tr>
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<td>GROUP 4</td>
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<tr>
<td>GROUP 5</td>
<td>$36.04</td>
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</tr>
<tr>
<td>GROUP 6</td>
<td>$33.91</td>
<td>15.15</td>
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**Power Equipment Operators:**

**Work Performed on Hydraulic Dredges:**
Project Cost $300,000 and over

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<th>Group</th>
<th>Rate</th>
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<tr>
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<td>15.15</td>
</tr>
<tr>
<td>GROUP 6</td>
<td>$33.91</td>
<td>15.15</td>
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**Work Performed on Hydraulic Dredges:**
Project Cost under $300,000

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
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<tr>
<td>GROUP 1</td>
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<tr>
<td>GROUP 3</td>
<td>$27.38</td>
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<tr>
<td>GROUP 4</td>
<td>$27.43</td>
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GROUP 5....................$ 28.75 8.40
GROUP 6....................$ 26.96 8.40

ZONE 2 (26-45 radius miles) - Add $.70 to Zone 1 rates
ZONE 3 (Over 45 radius miles) - Add $1.00 to Zone 1 rates

BASEPOINTS: Tacoma, Olympia, and Centralia

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: Reduced rates may be paid on the following:
1. Projects involving work on structures such as buildings and structures 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 (docts, wharfs, etc.) less than $150,000

WORK PERFORMED ON HYDRAULIC DREDGES:

GROUP 1: Assistant Mate (Deckhand
GROUP 2: Oiler
GROUP 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump); Mates and Boatmen
GROUP 4: Craneman, Engineer Welder
GROUP 5: Leverman, Hydraulic
GROUP 6: Maintenance

HEAVY WAGE RATES APPLIES TO CLAM SHEEL DREDGE, HOE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS

HANDLING OF HAZARDOUS WASTE MATERIALS

H-1 - When not outfitted with protective clothing of level D equipment - Base wage rate
H-2 - Class "C" Suit - Base wage rate + $.25 per hour
H-3 - Class "B" Suit - Base wage rate + $.50 per hour
H-4 - Class "A" Suit - Base wage rate +$.75 per hour

* ENGI0701-003 01/01/2011

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

DREDGING:

Rates Fringes

Dredging:

ZONE A
ASSISTANT ENGINEER.........$ 40.64 11.00
ASSISTANT MATE.............$ 35.85 11.00
LEVERMAN, DIPPER,
FLOATING CLAMSHELL...........$ 43.47 11.00
LEVERMAN, HYDRAULIC........$ 43.47 11.00
TENDERMAN.............. $ 38.28            11.00
ZONE B
ASSISTANT ENGINEER...... $ 42.34            11.00
ASSISTANT MATE.......... $ 38.85            11.00
LEVERMAN, DIPPER,
FLOATING CLAMSHELL...... $ 46.47            11.00
LEVERMAN, HYDRAULIC..... $ 46.47            11.00
TENDERMAN.............. $ 41.28            11.00
ZONE C
ASSISTANT ENGINEER...... $ 46.64            11.00
ASSISTANT MATE.......... $ 41.85            11.00
LEVERMAN, DIPPER,
FLOATING CLAMSHELL...... $ 49.47            11.00
LEVERMAN, HYDRAULIC..... $ 49.47            11.00
TENDERMAN.............. $ 44.28            11.00

ZONE DESCRIPTION FOR DREDGING:

ZONE A - All jobs or projects located within 30 road miles of
Portland City Hall.
ZONE B - Over 30-60 road miles from Portland City Hall.
ZONE C - Over 60 road miles from Portland City Hall.

*All jobs or projects shall be computed from the city hall by
the shortest route to the geographical center of the
project.

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
ATTACHMENT B – PROJECT LABOR AGREEMENT (PLA)

Background

The Sound Transit Board of Directors ("Board") approved, by Resolution, the use of a Project Labor Agreement ("PLA") on certain Sound Transit projects, including this Contract. The Board further authorized Sound Transit staff to enter into negotiations with labor to develop a PLA and to include in the process, input from the FAST Jobs Coalition ("FAST"), a community–based organization and contractors' organizations. Staff invited FAST, the Association of General Contractors ("AGC") and the Association of Building Contractors ("ABC") to participate in the negotiations, along with Sound Transit and labor representatives. It has since been amended in 2002 (Amendment No. 1) and in January 2009. The 2002 Amendment is included in the body of the PLA (inserted between pages 16 & 17). The January 2009 Amendments are located at the end of the document.

The parties used "interest–based" bargaining to identify and discuss each other's interests related to work on the upcoming Sound Transit projects. The nature of interest-based bargaining is that the parties' interests are explored and good faith efforts are made to meet everyone's interests. Throughout the negotiations, various issues were raised and debated by all parties. The Project Labor Agreement, which is attached hereto, was approved the Board on November 18, 1999, and signed by the applicable labor representatives.

Implementation of the PLA

The Contractor, prior to issuance of the Notice to Proceed, and all of the Contractor's subcontractors of whatever tier engaged in onsite construction work, prior to the subcontractor commencing Work, will be required to execute the Project Labor Agreement ("PLA"), attached hereto, and to comply with its terms and conditions.

In the event other provisions in this Contract are found to be inconsistent with the PLA and do not expressly to supersede the PLA, the more stringent provision shall apply.
Project Labor Agreement for the Construction of Sounder Commuter and Link Light Rail Projects
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<td>Savings Clause</td>
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</table>
ARTICLE 1

PURPOSE

The Central Puget Sound region is known to have some of the worst traffic congestion in the nation. Sound Transit was created to develop and deliver a cost-effective regional public transportation system to the urbanized portions of King, Pierce and Snohomish counties.

On May 31, 1996, the Sound Transit Board adopted "Sound Move"—a 10 year Regional Transit System Plan. Included in this plan is a commuter rail and link light rail system. Requirements for timely completion of the work associated with these two components of the transit system without interruption or delay and at-budget are vital to Sound Transit and the region.

On July 8, 1999, the Sound Board executed Sound Transit Resolution No. R99-21, which established the intent to use project labor agreements for these portions of the Project.

This Project Labor Agreement, hereinafter, "PLA", entered into on December 1, 1999, by and between the Central Puget Sound Regional Transit Authority (hereinafter referred to as "Sound Transit"); contractors with whom Sound Transit executes a construction contract for a project to which this Project Labor Agreement ("PLA") applies, hereinafter referred to as "Contractors"; the Building and Construction Trades Department, AFL-CIO, along with the Washington State Building and Construction Trades Council, the Seattle/King County Building and Construction Trades Council, the Pierce County Building and Construction Trades Council, the Northwest Washington Building and Construction Trades Council and their affiliated unions who become signatory hereto, all of whom are collectively referred to as the "Unions", with respect to the construction work within the scope of this PLA owned and contracted by the Central Puget Sound Regional Transit Authority, hereinafter referred to as "Sound Transit", for the construction execution of Link Light Rail Projects and certain Sounder Commuter rail projects located in the Puget Sound region of the State of Washington, hereinafter known as the "Project".

Upon acceptance by the parties to this PLA, this PLA will become the policy of Sound Transit. The construction work covered by this PLA shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this PLA. Therefore, the Unions agree that any Contractor may execute this PLA for purposes of covering such work. Sound Transit, and/or its Labor Coordinator, hereinafter Coordinator, shall monitor the compliance of this PLA by all Contractors who, through their execution of this PLA, or a Letter of Assent binding them to this PLA, together with their subcontractors, shall have become bound hereto.

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this PLA.

The Unions and all signatory Contractors agree to abide by the terms and conditions contained in this PLA; and further, acknowledge that unless specifically identified otherwise herein or provided by law, this PLA represents the complete understanding of the parties. No Contractor shall be required to sign any other agreement with any signatory union as a condition of performing work within the scope of this PLA.

No practice, understanding or agreement between a contractor and a union performing work on this Project which is not specifically set forth in this PLA will be binding on any other party unless endorsed in writing by Sound Transit or its Coordinator.

The Unions agree that this PLA will be made available to, and will fully apply to, any successful bidder for Project work who becomes signatory hereto, without regard to whether the successful
bidder performs work at other sites as either a union or a non-union Contractor, and without regard to whether employees of such bidder are or are not members of any labor union. This PLA shall not apply to the work of any Contractor which is not specifically included in this PLA or its Addendums.

The purpose of this PLA is to ensure that all the construction work associated with the Project proceeds continuously, efficiently, economically and with due consideration for the protection of labor standards, wages and working conditions as well as to promote fairness in employment for both union and non-union contractors and craft workers, without discrimination. The parties hereto agree and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes, or grievances that may arise between the Contractor and the Unions, or their members, to the end that Sound Transit, the Contractors and the Unions are assured of complete and safe continuity of operation without strikes, slowdowns or interruptions of any kind that labor-management peace is maintained.

The parties are committed to providing open access to bidding and employment opportunities for all contractors, prospective craft workers and other parties. The parties agree to work jointly to promote access to construction opportunities and training to interested applicants from throughout the local region.

The parties commit to the principles and policies set forth in Sound Transit’s Guiding Principles for Employment and Contracting which identify the following four key objectives:

a. Workforce diversity reflective of the region
b. Maximum use of local businesses
c. Maximum use of small businesses
d. Maximum use of minority, women and disadvantaged businesses in a manner consistent with applicable federal and state laws, regulations, policies and grant requirements.

The Project is subject to federal funding, which may require that certain conditions of federal grants and regulations apply including the requirements of the USA Department of Transportation, Federal Transit Administration’s Master Agreement (FTA Master Agreement). In such cases, said conditions will prevail over conflicting provisions of this PLA. This PLA shall be subordinate to any and all such stipulated requirements and other relevant statutes.

Section 22 of the FTA Master Agreement includes important provisions requiring compliance with Titles of the Civil Rights Act of 1964 as amended, ensuring use of non-discrimination provisions, providing for Equal Employment Opportunities for Construction Activities, and assuring measures to facilitate participation by Disadvantaged Business Enterprises (DBE).

**ARTICLE 2**

**SCOPE OF AGREEMENT**

This PLA shall apply and is limited to all new construction as defined in Section 2.1 of this Article and performed by those Contractor(s) and their subcontractor(s) of any tier who have been awarded contracts for such work, or for whom bids have been received for contracts on or after the effective date of this PLA, and covering construction, including rework, and other construction related activities necessary to the Sound Transit Project and specifically described below.
2.1 The Project is specifically referred as and limited to:

(a) The Sounder Commuter Rail Stations at the following locations:
- Puyallup
- Tukwila
- Tacoma Dome
- Lakewood
- Edmonds
- Mukilteo

(b) The following projects for Link Light Rail, including contract packages for the heavy civil, systems and finishes work:

- N120-NE 60th to Pacific St. (new light rail alignment)
- N230-45 St. to Capital Hill Cross Over (new light rail alignment)
- N240-DSTT to Capital Hill (renovation of existing bus tunnel)
- N250-Station Finishes, Pacific St. to 45th St. (new light rail stations)
- C500-DSTT (renovation of existing bus tunnel)
- S700-International District to East of I-5 (new light rail alignment)
- M600-Central Yard and Maintenance Facility (new light rail vehicle maintenance facility)
- S740-Beacon Hill Tunnel (new light rail alignment)
- S720-E. Beacon Hill Tunnel Portal to Walden (new light rail alignment)
- S730-Walden St. To S. Holly St. (new light rail alignment)
- S740-S. Holly St. to Norfolk (Boeing Access) (new light rail alignment)
- S750-Boeing Access Road to 130th St. (new light rail alignment)
- S760-130th St. to 150th St. (new light rail alignment)
- S770-150th St. to South Sea-Tac (188th St.) (new light rail alignment)
- S780-188th St. to South of 200th St. (new light rail alignment)

It is understood by the parties that Sound Transit may at its sole discretion and at any time modify, delete or add to the list of Projects defined in Section 2.1 above. In so doing, Sound Transit will first notify the Washington State Building and Construction Trades Council of their intended changes.

2.2 The following items are specifically excluded from the scope of this PLA:

(a) Work for non-manual employees, including but not limited to, superintendents, supervisors, assistant supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees.

(b) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, including the on-site supervision of such work.

(c) All work by employees and/or consultants of Sound Transit, including tenants or concessionaires doing business at Sound Transit facilities.
(d) All non-construction support service contracted by Sound Transit or its contractor(s) of any tier in connection with the Project.

(e) All equipment, machinery and facilities owned and/or operated by Sound Transit or its assigns.

(f) Furniture, fixture, and equipment installers retained by Sound Transit, or its assigns.

(g) Artists retained by Sound Transit, or its assigns, during the course of the Project.

(h) Employees engaged in any work performed on or near, or leading to or into, the Project site(s) by state, county, city or other governmental bodies or their contractors; Burlington Northern Santa Fe Railroad, Amtrak, or their contractors; or public utilities or their contractors.

2.3 Sound Transit and/or Contractors performing work on this Project have the right to select any qualified bidder and award contracts or subcontracts without regard to the Contractor(s) being signatory to any collective bargaining agreement with any Union party to this PLA, or any other union so long as such Contractor(s) become signatory to and comply with all terms and conditions of this PLA, or Letter of Assent, should such Contractor(s) be awarded work covered by this PLA.

It is understood that this PLA, together with the Schedule A’s and Addendums, constitutes a stand alone agreement, and by virtue of becoming signatory to this PLA, or Letter of Assent, the Contractor or subcontractor will not be obligated to sign any other labor agreement as a condition of performing work within the scope of this PLA. It is further understood that the provisions of this PLA shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area, and/or national Agreements, which may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a conflicting provision of another collective bargaining agreement(s), the provisions of this PLA shall “prevail”. In those instances where this PLA is silent on an issue, the parties shall refer to and abide by the applicable local, area, or national Collective Bargaining Agreements in ascending order of precedence (in other words, the local agreements shall apply, but if the local agreements do not apply, then the area agreements shall apply, but if the area agreements do not apply, then the national agreements shall apply) except when (1) resolution of the issue would be through use of a “Parity”, “Most Favored Nations”, or “Me Too” clause of the collective bargaining agreement or reference to some other agreement; or (2) the collective bargaining agreement contains provisions that by specific reference, or for all practical purposes, are only applicable to a Sound Transit project or projects. Furthermore, when an issue is resolved under the terms of a particular collective bargaining agreement, that issue shall only be resolved as to the particular members of the trade(s) covered by that collective bargaining agreement. Other trades not covered by the particular collective bargaining agreement shall not achieve a similar result by way of “Parity”, “Most Favored Nation”, or “Me Too” agreements or clauses in their own collective bargaining agreement or the collective bargaining agreement used to resolve the issue. This amendment to this agreement shall only apply to new contracts entered into after the date of adoption of this amendment and not to existing contracts.¹

Sound Transit and/or its Coordinator will obtain from each Contractor or Subcontractor who has been awarded work on this Project either a fully executed PLA or Letter of Assent

¹ Article 2.3 amendment effective as of January 29, 2009 by action of the Joint Administrative Committee.
to this PLA and forward a copy to the Union(s) upon receipt.

2.4 This PLA shall only be binding upon the signatory parties hereto.

2.5 This PLA covers the work as set forth in 2.1 of this Article, as well as work covered in Attachments B and C of this PLA, for which bids have been received after the effective date of this PLA. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work, or function awarded to any Contractor before the effective date of this PLA or which may be performed or contracted by Sound Transit for its own account on the property or in and around the Project.

2.6 It is understood that the liability of the Contractor and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among Sound Transit and/or any Contractor.

2.7 None of the provisions of this PLA shall apply to Sound Transit employees, nor shall Sound Transit employees be restricted from performing work not covered by this agreement on the Project site.

2.8 It is further agreed that, where there is a conflict, the terms and conditions of this PLA shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except that the work of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreements, with the exception of Article 15, Work Stoppages and Lockouts; Article 16, Jurisdictional Disputes; and Article 17, Grievance Procedure, of this PLA, which shall apply to such work.

\[1\] Article 2.3 amendment effective as of January 29, 2009 by action of the Joint Administrative Committee.
ARTICLE 3
UNION RECOGNITION, REPRESENTATION, DUES, REFERRAL AND SECURITY

3.1 Union Recognition

(a) The Contractor(s) recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this PLA.

(b) All employees covered by this PLA who are currently members of a Union and who are working for a contractor signatory to a collective bargaining agreement other than this PLA, shall remain members in said Union during the term of this PLA.

(c) For all employees not presently members of a Union, becoming and remaining a member of the Union shall not be a requirement for employment under this PLA.

(d) The Contractor(s) agree to deduct Union Dues or Representation Fees and remit same to the Union on a monthly basis. Employees will be required to sign an authorization form (Attachment A).

3.2 Union Representation

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

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

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

(d) Steward(s) for each craft of the signatory Unions employed on the Project shall be permitted on the Project site at all times. They shall not be subjected to discrimination or discharge on account of performing proper union business. The Unions agree that such business shall not unreasonably interfere with the Steward’s work for the Contractor.

(e) It is recognized by the Contractor that the employee selected as Steward shall remain on the job as long as there is work within their craft for which they are qualified, willing and able to perform. The Contractor shall be notified in writing of the selection of each Steward. The Contractor shall give the Unions prior written notice before discharging a Steward for any reason.
(f) The Steward may not cause or encourage a work stoppage and, if found guilty of instigating such action, will be subject to disciplinary action by the Contractor, including discharge.

(g) The Steward’s duties shall not include hiring and termination.

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

3.3 Dues

Dues shall be according to the requirements of Local Unions signatory to this PLA, except for those non-members a Representation Fee of 94% of regular dues shall be required.

3.4 Union Referral and Security

In the event that Local Unions are unable to fill any request for employees within forty-eight (48) hours after such request is made by the Contractor (Saturdays, Sundays and Holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the name and social security number of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the Project within twenty-four (24) hours after they are hired.

ARTICLE 4

COMMUNITY REPRESENTATION

4.1 As diverse and low-income communities are underrepresented in the construction industry, the parties to this PLA support the direct involvement of FAST JOBS Coalition Community Representative and Agents hereinafter referred to as “FJC-Rep” and “FJC-A’s”, to ensure the securement and successful retention of people of color and women. In accordance with Sound Transit resolution R99-21, FJC-Reps and FJC-A’s will be trained in the jobsite monitoring and advocacy of community interests in the implementation of the social justice provisions contained in this agreement.

4.2 FJC-Reps are employees of contractors party to this agreement. FJC-A’s are representatives of the FAST JOBS Coalition, hereinafter referred to as “FAST”.

(a) All FJC-Reps and FJC-A’s will be recruited and selected by FAST. FJC-Reps will be journey level workers in their respective trades.

(b) All FJC-Reps and FJC-A’s will complete a comprehensive training program and will receive certification cards from FAST. Elements of this training will include but not be limited to:
FAST Objectives
Monitoring of the provisions of this PLA
Communication Skills
Responsibilities
Accountability of Activities and Reporting
Jobsite Safety
Mentoring
Community Resource and Referral (to services)

(c) The FJC will train and certify twenty-five (25) journey level workers.

4.3 FJC-Reps may be designated on any project or contract valued at $1 million dollars or more.

(a) For projects meeting the above criteria, the FAST will notify the PLA Coordinator in writing, with the name of the employee to represent FAST as a FJC-Rep under this Article.

(b) Such designated FJC-Rep shall be a qualified worker assigned to a crew and shall perform the work of their craft. Under no circumstances shall there be a non-working FJC-Rep on the Project.

(c) FAST may appoint a FJC-Rep for each shift.

(d) FJC-Reps selected by FAST on applicable Projects shall be permitted on the jobsite at all times. They shall not be subjected to discrimination or discharge on account of proper FJC-Rep activities. FAST agrees that such activities shall not unreasonably interfere with the FJC-Reps work for the Contractor.

(e) It is recognized by the Contractor that the employee selected as the FJC-Rep shall remain on the job so long as there is work within their craft which they are qualified, willing and able to perform. The Contractor shall give FAST prior written notice before discharging a FJC-Rep for cause. For purposes of this section, “cause” shall mean incompetence, unexcused absenteeism, disobedience of orders, unsatisfactory performance of duties, or violation of Project Work Rules.

(f) The FJC Rep shall be given the option of working all reasonable overtime within their craft and shift providing they are qualified to perform the task assigned.

(g) FJC Reps and FJC-A’s shall have reasonable access to the Project, provided they do not interfere with the work of the employees, and fully comply with the visitor, safety, and security rules established for the Project.

4.4 All FJC-Reps and FJC-A’s will contact FAST if non-compliance or other irregularities are observed or reported. Activities include, but are not limited to:

(a) Monitoring of the stated goals for the participation of workers of color and women within the construction trades workforce, as contained in this PLA.

(b) Support, mentoring and problem solving for all workers, including workers of color and women, to promote harmony and safety on the jobsite, and to increase retention of workers of color and women in the industry.
(c) Act as a liaison for workers of color and women and the FJC, between employers and their Union representatives to enhance effective communication and expedite resolution of issues.

(d) Participate as needed in the implementation of Sound Transit Project policy or mutually agreed upon contractor, Union, and/or FAST directives.

(e) Serve as a recruitment resource for employers, Unions, and the SAC apprenticeship programs consistent with the "RAPID" model contained in Article 8.

(f) None of the above activities shall interfere with established jobsite safety or the normal productivity of the job.

4.5 All FJC-Reps and FJC-A's will submit a monthly report to FAST detailing their activities.

(a) FJC-Reps, when working for contractors under this PLA will notify the FAST of the following:

- Name of contractor, jobsite telephone number, and name of supervisor.
- Project name and location
- Hours of work and schedule (shift)
- Activities

(b) FAST reserves the right to report its findings to the JAC at anytime.

4.6 As it is recognized that the presence of FJC Reps are "value added", they will be paid for activities covered under this Article as part of their normal duties by their contractor, up to one-half (½) hour per week at the employee's normal rate of pay.

ARTICLE 5

JOINT ADMINISTRATIVE COMMITTEE

5.1 The parties to this PLA will form a Joint PLA Administrative Committee, hereinbefore referred to in Article 4 as the "Committee", which shall serve in an advisory capacity to assist the parties in their implementation and interpretation of the PLA. Further, the Committee may amend the PLA, in accordance with the procedures identified herein. The purpose of the Committee shall be to promote harmonious relations on the Project, to ensure the provisions contained in this PLA are adhered to and to advance the efficiency, safety and quality of the crafts working on this Project. All parties acknowledge the importance of attendance and active support of the Committee and agree to participate in the meetings as required.

5.2 The Committee shall be comprised of representatives of the Unions and Management. For purposes of this Article, Management shall include: the Coordinator, the Contractor and FAST. The Committee shall be jointly chaired by two individuals, hereinafter referred to as the "Joint Chairs", one who is a representative appointed by the Unions and one who is a representative of Management.

5.3 For purposes of making amendments to the PLA, the Unions will have one voice and Management will have one voice regardless of the number of actual representatives of the Unions and Management who are present. (The development of the Management voice
5.4 The Committee shall meet on a regularly scheduled monthly basis or at the call of the Joint Chairs to discuss the administration of the PLA, the progress of the Project, labor/management problems that may arise, and any other matters consistent with this PLA.

5.5 The Committee procedures to be mutually agreed after the Committee convenes.

5.6 Language regarding additional responsibilities of the Coordinator to be added e.g. Pre-Job Conferences, by the Committee.

ARTICLE 6

HIRING PROCEDURES, REFERRAL AND EMPLOYMENT

6.1 Unless otherwise required by this PLA or obligated to abide by other collective bargaining agreements, Contractors shall be required to use the dispatch resources or procedures of the signatory Unions hereto to acquire workers.

6.2 In the event that the Unions are unable to fill any request for employees within forty-eight (48) hours after such request is made by the Contractor (Saturdays, Sundays and all Holidays in this PLA excepted), the Contractor shall first consider referrals from FAST before seeking applicants from other available sources. The Contractor shall inform the Union of the name and social security number of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the Project within twenty-four (24) hours after they are hired.

6.3 The parties recognize Sound Transit's commitment to provide opportunities to participate on the Project to emerging business enterprises, as well as other enterprises which may not have previously had a relationship with the Unions signatory to this PLA. To ensure that such enterprises will have an opportunity to employ their core workers on this Project, the parties agree that in those situations where a Contractor not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work and is a successful bidder, the Contractor may request by name and the Union will honor referral of core employees. The contractor must first demonstrate those persons possess the following qualifications:

- Possess any license required by state or federal law for the Project work to be performed.
- Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years.
- Were on the Contractor's active payroll for at least sixty (60) out of the one hundred-eighty (180) calendar days prior to the contract award.
- Have the ability to perform safely the basic functions of the applicable trade.

Core employees who meet the aforementioned qualifications will be dispatched as follows:

(a) Contractors with six (6) or more craft employees may request by name, and the Union will honor by referral up to a maximum of five (5) persons in each craft on an
alternating basis with the Contractor selecting first. All subsequent referrals will be through the respective Union hiring hall.

(b) Contractors with five (5) or fewer craft employees may request by name, and the Union will honor, by referral as follows:
- Core Employee
- Union Referral
- Core Employee
- Core Employee
- Union Referral
- Core Employee
- Union Referral
- Core Employee

All subsequent referrals will be through the respective Union hiring hall.

(c) It is agreed that specific terms and conditions governing hiring and assignment of union workers in supplement to small Contractors existing core employees (who would be displaced by the local referral procedure) may be negotiated jointly by Sound Transit, the Contractor, and applicable local Union.

6.4 It is the goal of the parties to increase the membership and participation of underrepresented groups, including women and people of color, in the construction of the projects to which this PLA applies. It is an additional goal of the parties, that said underrepresented groups, including low-income women and people of color, will perform one-third (33%), or more, of the total work hours on this project. A minimum threshold of one-quarter (25%) of the total labor hours will be performed by women and people of color. It is recommended that the sub-goals for women and people of color be reviewed by the Committee on an annual basis. These sub-goals are:

People of color  21%
Women           12%

The implementation of these goals will be a responsibility of the Committee, who will regularly review, no less than quarterly, actual participation and activities towards meeting these goals; and make recommendations or issue direction on specific means to increase participation of underrepresented groups. Underrepresented groups, including women and people of color, will be employed and receive training in all job classifications including foremen, leads, journey-level and apprenticeship positions.

**ARTICLE 7**

**APPRENTICESHIP**

7.1 Apprenticeship Program. The parties will jointly develop and implement an Apprenticeship Program that will increase the skill of the Puget Sound region work force, specifically women, people of color, and individuals who are low-income or under-represented on the work force, so that these workers can enter the pool of skilled labor, fully qualified for living wage jobs. Said Apprenticeship Program shall include the following components:
(a) A Project-wide goal of 20% for the utilization of Washington State Apprenticeship Council (SAC) approved apprentices.

(b) Methods that will be used by the Committee to identify opportunities for the utilization of apprentices on specific contract packages.

(c) Means and methods for reporting, collecting and analyzing data related to the utilization of apprentices on the Project.

(d) Means and methods for monitoring and enforcing the apprenticeship efforts of the parties.

(e) Means and methods for ensuring the inclusion of women and people of color in the apprenticeship program as follows:
   - Women and people of color to perform at least 50% of all first-year apprentice hours in all trades.
   - Women and people of color to perform at least 33% of all apprentice hours worked.

(f) Means and methods for removing barriers to the inclusion of low income and under-represented individuals in the apprenticeship and pre-apprenticeship program.

7.2 Removing Barriers. The Seattle/King County, The Northwest Washington and the Pierce County Building and Construction Trade Councils and their affiliate member Unions ("Council") and other state-approved apprenticeship programs serving these counties will cooperate with Sound Transit and FAST to assist low-income residents to gain entrance to, and successfully complete, SAC apprenticeship programs. The Council and other state-approved apprenticeship programs, will inform the coordinators and sponsors of the apprenticeship and training programs and Union representatives of the goals and activities covered by this Agreement, and will provide advocacy and assistance to encourage, support and involve the apprenticeship program coordinators in meeting these goals.

Examples of the advocacy and assistance that shall be provided include, but are not limited to:

(a) Establish and facilitate discussions between various SAC programs and their apprenticeship coordinators, with FAST to identify policy or program enhancements to increase the participation of people of color and women.

(b) Immediate reporting from each SAC program indentures for the period 1994-1999 by class year the total number of indentured apprentices, numbers of male and female and racial breakdown.

(c) Projected or actual apprenticeship class size by program and trade for period 2000-2005.

(d) Report their internal diversity goals and timelines for the participation of people of color and women.

(e) A collaborative effort between the SAC programs and various community-based organizations to recruit in communities of color and women.
7.3 The parties shall exercise good faith and affirmative efforts to remove barriers that prevent women, people of color, and individuals who are low-income or under-represented on the work force in the apprenticeship programs. Barriers that need to be removed include, but are not limited to:

(a) The requirement for a driver’s license when a driver’s license is not a bona fide requirement of the work.

(b) Questions about criminal history when the work does not involve exceptional and extraordinary security requirements.

(c) Requirement for apprenticeship application fees.

(d) Non-standardized testing.

ARTICLE 8

PRE-APPRENTICE TRAINING PROGRAM

The parties will develop and implement a program by which a Regional Apprenticeship Preparation Integrated Delivery System, hereinafter RAPID, will be established. RAPID will prepare unemployed and underemployed people to compete for entry-level positions as apprentices in the building and construction trades occupations. Unions and Contractors will actively recruit RAPID graduates for entrance to and successful completion of SAC.

The RAPID model will contain, but not be limited, to the following elements:

8.1 A funding mechanism consisting of a Pre-Apprentice Training Program Fund that will be established and that will continue in full force and effect during the term of this Agreement. Sound Transit will make contributions in the sum of no less than five cents ($.05) per hour worked by employees covered under this Agreement into said Fund. Said Fund will be administered by Sound Transit to compensate service providers involved in the RAPID program. A Fund Administration Committee consisting of representatives of labor, FAST and Sound Transit will be established to provide guidance to Sound Transit.

8.2 A tiered, integrated delivery system that will act as a pipeline for residents interested in a career in the building and construction trades and related transit project industries. The tiered system will be comprised on three levels that strive to provide the following services:

(a) Entry Core Services – Individuals will enter the first tier and receive case management, an Individual Work Plan (IWP), career counseling, drug testing and rehabilitation, reinstatement of driver’s license/transportation assistance, immigration assistance, child care, ex-offender life skills training, English as a Second Language, paid stipends, problem solving skills, work ethics, mentoring, leadership development training, and work experience. Case managers will be given extensive training in the RAPID model.

(b) Apprenticeship Prep – Upon successful completion of the IWP, individuals will enter the second tier where they will receive placement in an approved pre-apprenticeship training program, industry specific training and education, work experience and
mentoring.

(c) Apprenticeship – Individuals who successfully complete the Apprenticeship Prep tier will receive, but not be limited to, "Direct Entry" or "Special Consideration" into any SAC program where an articulation agreement has been developed in cooperation with that SAC approved program. Trade mentors will be assigned and continue to assist apprentices throughout their apprenticeships.

To the largest extent possible, the parties will utilize existing community-based organizations and resources in King, Snohomish, and Pierce Counties to provide services required to implement RAPID.

ARTICLE 9

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

9.1 Work Week/Work Day. The standard work week for the Project will be five (5) consecutive days Monday-Friday. Eight (8) consecutive hours, between 6:00 a.m. and 6:00 p.m., shall constitute a work day. There will be an unpaid one half-hour lunch period during the shift. The Contractor may vary the Starting Time to take advantage of daylight hours, weather conditions, shifts, or traffic conditions.

An alternate four (4) day ten (10) hour shift may be elected by the Contractor and will be Monday-Thursday. The ten (10) hour work day may be scheduled between the hours of 6:00 a.m. and 8:00 p.m. Prior to changing a shift from 5x8 hours to 4x10 hours, a contractor must give at least five (5) calendar days advance notice to the employees.

Nothing herein shall be construed as guaranteeing any employee forty (40) hours of work per week.

9.2 Overtime. All hours worked in excess of eight (8) daily on a 5x8 hour schedule Monday-Friday, and all hours in excess of ten (10) hours daily on a 4x10 hour schedule Monday-Thursday shall be paid for at one and one-half times the straight time rate of pay. The first ten (10) hours scheduled on Friday and Saturday of a 4x10 hour work week, and the first ten (10) hours scheduled on Saturday of a 5x8 hour work week will be paid for at one and one-half times straight time rate of pay. All hours in excess of ten (10) hours on Friday and Saturday of a 4x10 hour work week, or ten (10) hours Saturday of a 5x8 hour work week and all hours on Sunday and holidays for either 5x8 or 4x10 work week shall be paid for at two times the straight time rate of pay. When computing overtime pay, overtime work performed shall be paid in one-quarter (1/4) hour periods, and fractional parts of such period shall count as one-quarter (1/4) hour.

9.3 Shifts. Shifts may be established for some or all crews when considered necessary by a Contractor. When three (3) shifts are worked, the first, or day shift shall be established on an (8) hour basis, the second shift shall be established on a seven and one–half (7 1/2) hour basis and the third shift shall be established on seven (7) hour basis. The pay for the second and third shifts shall be equivalent of eight (8) hours pay at the employee's regular hourly rate. If only 2 shifts are worked, the second shift will work 7 ½ hours for 8 hours pay for a 5x8 shift or 9 ½ hours for 10 hours pay for a 4x10 shift. There shall be no split shifts. Shifts may be staggered on a crew basis. Other shift provisions may be established on a pre-bid basis by mutual consent of the parties. When shift work is established, it must continue for a minimum of three (3) consecutive days. In the event that an employee's
shift is changed, the employee shall be offered a minimum of eight hours of rest before being required to work the following shift or will be paid applicable overtime for any hours worked for the following shift.

9.4 Recognized holidays shall be as follows: New Years Day, Martin Luther King Jr.’s Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. Work may be performed on Labor Day when conditions warrant, i.e., the preservation of life and/or property. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. In the event a holiday falls on Saturday, the preceding day, Friday, shall be observed as such holiday. Monday holidays shall be honored in keeping with Federal law. There shall be no paid holidays unless explicitly stipulated under a local collective bargaining agreement. If employees are required to work on a holiday, they shall receive the appropriate overtime rate.

9.5 Reporting Pay. Any employee who reports for work and for whom no work is provided shall receive two (2) hours pay provided the employee remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than four (4) hours provided the employee remains available for work. Procedures for prior notification of work cancellation shall be determined at the pre-job conference.

9.6 Starting Time. The parties reaffirm their policy of a fair day’s work for a fair day’s wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor. Employees shall be at their place of work at the Starting Time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time. The place of work shall be defined as the gang or tool box, or equipment at the employee’s assigned work location or the place where the foreman gives instructions.

9.7 It will not be a violation of this PLA, when the Contractor considers it necessary to shut down work in whole or in part to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to stand by, the employees will be compensated for the “stand by time”. In the event of any conflict, the appropriate local collective bargaining agreement shall apply.

9.8 In the event the Contractor deems it necessary, the parties agree to develop a mutually acceptable system(s) for employees checking in and out of the Project. This system, if necessitated, would be subject to the approval of the Committee.

ARTICLE 10

WAGES AND BENEFITS

10.1 In consideration of the mutual desires of the Contractor, Sound Transit and the Union that all construction work to proceed efficiently and economically, that the Project attract and retain an adequate supply of skilled workers, and that labor standards, wages and working conditions of the workers be protected, the parties agree that:
(a) All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing rates as required by Chapter 39.12 of the Revised Code of Washington, as amended, and/or by the Davis-Bacon Act, 40 U.S.C. $276a et seq., whichever is greater. This requirement applies to laborers, workers and mechanics, employed by any Contractor at whatever tier, or by any other person who performs a portion of the work contemplated by this Agreement and which is covered by the terms hereof.

(b) The published prevailing hourly wage and fringe benefit rates set forth in the bid specifications for each contract in effect at the time of the bid shall remain in effect until the effective date of the Washington State prevailing rate adjustments published twice each year. Twice annually and effective on the date that the March and September adjustments are published and made effective for public works projects, the Contractor's wage rate(s) paid to its employees shall be adjusted to such newly published rate(s).

(c) The current prevailing wage rates as provided to Sound Transit by the Industrial Statistician of the Washington State Department of Labor and Industries and/or the U.S. Department of Labor, will be available from the Coordinator for review and are incorporated into this PLA as if set forth herein.

10.2 All Contractors shall make contributions in the amounts designated in the appropriate prevailing wage determination for fringe benefit contributions to each of the applicable Schedule A Funds and will make all employee-authorized deductions in the amounts designated. Such contributions shall be made in compliance with the applicable prevailing wage determination and shall be due and payable on the due date contained in the applicable Schedule A. Payment of cash in lieu of contributions shall not be permitted.

(a) All Contractors adopt and agree to be bound by the written terms of the legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Schedule A Funds. Such Contractors authorize the parties to such Funds to appoint Trustees and successor Trustees to administer the Funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors. Copies of the trust agreements are available upon request.

10.3 Contractors of whatever tier shall make regular and timely contributions required by Section 2 of this Article in amounts required by this PLA and on the time schedule set forth in the appropriate Schedule A.

10.4 Delinquent trust payments shall be subject to the procedures outlined in Article 11, section 3.

ARTICLE 11

PAYDAY

11.1 All employees covered by this PLA shall be paid by payroll check, and shall be paid weekly no later than the end of shift Friday. No more than five (5) days wages may be withheld.

11.2 Lay-off is pay off. Any employee who is discharged or laid off shall be paid all accrued wages upon layoff or discharge.
11.3 Delinquent wage payment / Wage payments not compliant with Prevailing Wage and benefits:

The parties recognize that the timely payment of prevailing wages is key to a stable and productive work force. It is important that, in the unforeseen event of delinquent wage/benefit payments or payments below the prevailed wage, the parties will work to resolve the issues at the earliest possible time. The parties also recognize that such problems should be resolved, if possible, in a manner that keeps all the parties on the contract.

- **Notification:** In the case of delinquent wage/benefit payment, whether by non-payment or bad check, the prime contractor, sub-contractor, appropriate craft trades union, Joint Co-chairs of the Joint Administrative Committee, and representative of the owner (Construction Manager/Resident Engineer) shall be notified immediately. These parties shall meet within two working days of notification to address the wage/benefit delinquency issues.

- **Joint Check:** Upon notification, arrangements shall commence for payroll/benefit payment to be covered by jointly issued check in the next payroll/benefit payment period. Extended utilization of the joint check protocol will be determined as part of the "Corrective Action Plan".

- **Corrective Action Plan:** The meeting of the parties indicated above will yield a mutually agreed upon "corrective action plan" to avoid any further delinquency of wage/benefit payments. This corrective action plan shall be submitted to the Joint Administrative Committee for review and acceptance. The corrective action plan shall include the time period for which the corrective action will remain in effect.

11.4 **Penalty:** A penalty of 4 hours taxable, straight time pay for each 24 hour period or portion thereof (Saturdays and Sundays included) following the day in which the payroll became delinquent, shall be paid in addition to all wages due to the employee based upon when settlement is made up to, but not exceeding 2 weeks. Penalty payment may be made by jointly issued check.

**ARTICLE 12**

**MANAGEMENT RIGHTS**

12.1 The Contractor retains full and exclusive authority for the management of its operations required to perform its work under the contract documents of any Project to which this PLA applies. The Contractor shall direct its working forces at its sole prerogative, including, but not limited to, promotion, transfer, lay-off or discharge for just cause. Subject to the Grievance procedure contained in Article 17 of this PLA, the Contractor shall have the right to terminate any construction employee who in its opinion fails to satisfactorily, competently, professionally and diligently perform their assigned work, and to refuse to rehire such individual. All foremen and superintendents shall have the authority and responsibility to terminate any construction employee working under their supervision who fails to satisfactorily competently and diligently perform their assigned duties. No rules, customs, or practices shall be permitted or observed which limit or restrict
production, or limit or restrict the working efforts of employees. Sound Transit and the Contractor may, in their sole discretion, utilize the most efficient method or techniques of project delivery, design, construction means and methods, tools, or other labor-saving devices.

12.2 Upon referral or dispatch from applicable Union, "turnaround" or refusal of any worker by the Contractors, requires a written explanation that shall be communicated to the Coordinator, Union, FAST and Contractor within 48 hours.

12.3 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. Sound Transit and the Contractor, therefore, retains all legal rights not specifically covered by this PLA.

12.4 Except as otherwise expressly stated in this PLA, there shall be no limitation or restriction upon Sound Transit's or the Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment, machinery, package units, pre-casts, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices, consistent with the contract documents for any Project to which this PLA applies. Sound Transit and the Contractor may without restriction install or otherwise use materials, supplies or equipment regardless of their source and in accordance with Washington State prevailing wage laws. The on-site installation or application of such items shall be generally performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment.

**ARTICLE 13**

**SUBCONTRACTING**

13.1 The Contractor(s) agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is, or agrees to become party to, this PLA. Any Contractor or Subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this PLA.

**ARTICLE 14**

**GENERAL WORK RULES**

14.1 Slowdowns, standby crews and featherbedding practices will not be tolerated.

14.2 Sound Transit may establish reasonable project rules that will be uniformly applied and adhered to by all Contractors, Subcontractors and the Unions. These rules will be provided by the Coordinator to all Contractors and Subcontractors at the pre-job conference and available in writing to their employees. They may be amended thereafter as necessary by the Committee as described in Article 5 of the PLA.
14.3 Security procedures for control of tools, equipment and materials are the responsibility of the Contractor. Employees having any company property or the property of another employee in their possession without authorization are subject to immediate discharge. The Contractor will be responsible for the establishment of reasonable security measures for the protection of personal, company and Sound Transit property.

14.4 There shall be no restrictions on the use of any tools by any qualified employee in any emergency situation endangering life, limb or property; or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or the equipment involved.

14.5 The selection of craft foreman and general foreman and the number of same required shall be entirely the responsibility of the Contractor, it being understood that in the selection of such individuals the Contractor will give primary consideration to the qualified individuals available in the local area. If none are available, the Contractor is free to pick foremen/general foremen from out of the area.

14.6 The Contractor shall have the sole and exclusive right to assign specific employees and/or crews to perform overtime work when such overtime work is necessary to accomplish the job.

14.7 The Contractor(s) shall provide a convenient and sanitary supply of drinking water, cooled in the summer months, and sanitary drinking cups.

14.8 The Contractor(s) shall provide adequate sanitary toilet facilities, water, and clean up facilities for the employees.

14.9 The Contractor(s) shall provide a safe place for storage of tools and facilities ventilated, lighted and heated for changing clothes.

14.10 All required safety equipment will be provided by the Contractor(s).

14.11 Parking will be provided at the jobsite. If parking is not available at the jobsite, compensation in accordance with determinations issued by the Washington State Department of Labor and Industries will be required, (Attachment H).

ARTICLE 15

WORK STOPPAGES AND LOCKOUTS

15.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

15.2 The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with
the normal operation of the Project shall be subject to disciplinary action, including
discharge, and if justifiably discharged for the above reasons, shall not be eligible for
rehire on the Project for a period of not less than ninety (90) days.

15.3 Neither the Union nor its applicable Local Union shall be liable for acts of employees for
whom it has no responsibility. The International Union General President or Presidents will
immediately instruct, order and use the best efforts of his office to cause the Local Union
or Unions to cease any violations of this Article. An International Union complying with
this obligation shall not be liable for unauthorized acts of its Local Union. The principal
officer or officers of a Local Union will immediately instruct, order and use the best efforts
of his office to cause the employees the Local Union represents to cease any violations of
this Article. A Local Union complying with this obligation shall not be liable for
unauthorized acts of employees it represents. The failure of the Contractor to exercise its
right in any instance shall not be deemed a waiver of its right in any other instance.

15.4 In the event of any work stoppage, strike, picketing or other disruptive activity in violation
of this Article, the Contractor may suspend all or any portion of the Project work affected
by such activity at the Contractor’s discretion and without penalty.

15.5 There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity
affecting the Project site during the duration of this PLA. Any Union or Local Union which
initiates or participates in a work stoppage in violation of this Article, or which recognizes
or supports the work stoppage of another Union or Local Union which is in violation of this
Article, agrees as a remedy for said violation, to pay liquidated damages in accordance
with Section 6 of this Article.

15.6 In Lieu of, or in addition to, any other action at law or equity, any party may institute the
following procedure when a breach of this Article is alleged, after the Union(s) or Local
Union(s) has been notified of the fact.

(a) The party invoking this procedure shall notify Michael Beck, who the parties agree
shall be the permanent Arbitrator under this procedure. In the event that the
permanent Arbitrator is unavailable at any time, he or she shall appoint an alternate.
Notice to the Arbitrator shall be by the most expeditious means available, with notice
by facsimile, telegram or any other effective written means, to the party alleged to be
in violation and the International Union President and/or Local Union.

(b) Upon receipt of said notice, the Arbitrator named above shall set and hold a hearing
within twenty-four (24) hours if it is contended the violation still exists.

(c) The Arbitrator shall notify the parties by facsimile, telegram or any other effective
written means, of the place and time he or she has chosen for this hearing. Said
hearing shall be completed in one session. A failure of any party or parties to attend
said hearing shall not delay the hearing of evidence or issuance of an Award by the
Arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in
fact occurred. The award shall be issued in writing within three (3) hours after the
end of the hearing, and may be issued without an Opinion. If any party desires an
Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay
compliance with, or enforcement of the award. The Arbitrator may order cessation of
the violation of this Article, and such Award shall be served on all parties by hand or
registered mail upon issuance.

(e) Such award may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Facsimile or expedited mail or personal service of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator’s award as issued under Section 6 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party’s right to participate in a hearing for a final order of enforcement. The Court’s order or orders enforcing the Arbitrator’s Award shall be served on all parties by hand or by delivery to their last known address by registered mail.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by parties to whom they accrue.

(g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

(h) If the Arbitrator determines that a work stoppage has occurred in accordance with Section 15.6 d above, the Union(s) and its applicable Local Union shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the Project to immediately return to work. If the trade involved does not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator’s Award, and the Union(s) or its applicable Local Union Have not complied with Section 15.3 of this Article, then the Union and/or Local Union shall pay the sum of ten thousand dollars ($10,000.00) as liquidated damages to Sound Transit, and shall pay an additional ten thousand dollars ($10,000.00) per shift for each shift thereafter on which the trade has not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Article.

15.7 The procedures contained in Section 15.6 through 15.6 h shall be applicable to violations of this Article. Disputes alleging violation of any other provision of this PLA, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article 17 Grievance Procedure.

15.8 Sound Transit is a party of interest in all proceedings arising under this Article and Articles 16 and 17 and shall be sent copies of all notifications required under these Articles and, at its option, may initiate or participate as a full party in any proceeding initiated under this Article.
ARTICLE 16

JURISDICTIONAL DISPUTES

16.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan) or any successor Plan (Attachment F).

16.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employees, parties to this PLA, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this PLA.

(a) Where the work in dispute is not traditional building and construction work, or is claimed by any of the parties to the dispute not to be traditional building and construction work, and a difference exists among the parties as to the appropriate procedure with jurisdiction to resolve the dispute, the dispute will be settled in accordance with the following procedure. If the dispute is not resolved among the parties within seven (7) working days, the dispute shall be referred, within five (5) working days thereafter, by any one of the Unions or the involved Contractor to the International Unions with which the disputing Unions are affiliated. The International Unions and the involved Contractor shall meet promptly to resolve the dispute. Any resolution shall be reduced to writing and signed by representatives of the involved Contractor and the International Unions.

(b) In the event that the respective International Unions of the disputing Local Unions and the involved Contractor are unable to resolve the dispute within fifteen (15) calendar days from the date of referral, the dispute shall be referred by any of the interested parties to Dr. John Dunlop or a mutually agreed upon successor, who the parties agree shall be the permanent arbitrator under this Article to hear and decide issues arising from the work assignment that is the basis of the dispute. The parties agree that the arbitrator shall, within twenty (20) calendar days of such referral, conduct a hearing and render a determination of the dispute.

16.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractors assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

16.4 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Coordinator and Sound Transit will be advised in advance of all such conferences and may participate if they wish.

16.5 Any award or resolution made pursuant to this procedure, shall be final and binding on the disputing Unions and the involved Contractor under this PLA only, and may be enforced in any court of competent jurisdiction in accordance with the Plan. Such award or resolution shall not establish a precedent on any construction work not covered by this PLA. In all disputes under this Article, Sound Transit shall be considered a party in interest.
ARTICLE 17

GRIEVANCE PROCEDURE

17.1 This PLA is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

17.2 The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

17.3 Any question or dispute arising out of and during the term of this PLA (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following steps:

(a) Step 1-When any employee subject to the provisions of this PLA feels they have been aggrieved by a violation of this PLA, through their local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the PLA alleged to have been violated.

Should the Local Union(s) or any Contractor(s) have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

(b) Step 2-The International Union Representative and the Involved Contractor(s) shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.
(c) Step 3-If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to either Michael Beck, Kenneth McCaffree or Gary Axon the mutually agreed upon Arbitrators for this Article. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor(s) and the involved Local Union(s).

Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented, and shall not have authority to change, amend, add to or detract from any of the provisions of this PLA.

17.4 Sound Transit and/or the Coordinator shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE 18
NON-DISCRIMINATION

18.1 The Parties agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, creed, national origin, age, marital status or physical or mental disability in any manner prohibited by law or regulation. The parties further agree to cooperate to the fullest extent possible to achieve the Intent and purpose of the applicable regulations of the Civil Rights act of 1964. Any complaints regarding the application of this provision shall be brought to the immediate attention of the Committee, the involved Contractor, Union or the Coordinator for consideration and resolution. The Committee has the right to review alleged patterns of discrimination and to take remedial action.

18.2 It is recognized that special procedures may be established by joint agreement of the parties to this PLA for the hiring, employment, training, promotion, transfer or termination of persons who have not previously qualified to be employed on construction projects of the type covered by this PLA. The parties agree that they will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the general benefit of the residents of the Puget Sound region.

18.3 It is recognized that the Parties to this PLA are committed to advancing the utilization of business enterprises owned and/or controlled by disabled persons, people of color and/or women. The parties shall jointly endeavor to assure that these commitments are fully met and that any provisions of this PLA which may appear to interfere with any disabled person, person of color or woman owned business enterprise successfully bidding for work within the scope of this PLA shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the parties, to assure full compliance with the spirit and the letter of the Parties commitments and all applicable Federal, State and Local rules and regulations relating to employment and utilization of disabled persons, people of color and/or women owned businesses.
ARTICLE 19

SAFETY, ENVIRONMENTAL AND HEALTH

19.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules established by Sound Transit, or the Contractor, and in accordance with applicable Federal or State laws including, but not limited to OSHA, WISHA, and IMSHA.

19.2 The employees shall be bound by the safety, security and site access rules established by Sound Transit or the Contractor for the project. These rules will be published and given to each employee as part of their new-hire orientation, as well as posted throughout the project. Violators of these rules will be subject to termination for cause. If justifiably discharged for the above reason, the employee shall not be eligible for rehire on the project for a period of not less than ninety (90) days.

19.3 Sound Transit reserves the right to utilize a site-access drug and alcohol testing program, Attachment G, and require all Contractors and their employees to comply with the same. Prior to implementing any such program, the Committee reserves the right to review and comment on the established program.

ARTICLE 20

SAVINGS CLAUSE

20.1 If any Article or provision of this PLA shall be declared invalid, inoperative on unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Contractor and the Union(s) shall suspend the operation of such Article or provision during the period of its invalidity, and the matter shall be referred to the Committee for consideration and resolution by substituting an Article or provision which will meet the objectives to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

20.2 If any Article or provision of this PLA shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this PLA or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
ARTICLE 21

DURATION OF PLA

21.1 The PLA shall be effective on the date approved by the Sound Transit Board of Directors, and shall continue in full effect for the duration of the Project construction work as described in Article 2.1 of this PLA.

21.2 The PLA shall have no further force or effect on a particular contract for work, or portions of work, to which this PLA applies, once the work has, or portions of the work have, been designated by Sound Transit as being Substantially Complete, except to the extent that "punch list work" remains to be done. "Substantial Completion" is defined as the time at which the work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purposes for which it is intended. The PLA will apply to the performance of any "punch list work" until such time as a Notice of Acceptance or Final Acceptance has been issued, whichever comes first.
In witness whereof, the parties have caused this PLA to be executed and effective as of the day and year first above written:

For Sound Transit:

[Signatures]

For the Union:

[Signatures]

INTERNATIONAL SIGNED FOR UNION

Operating Engineers Local 162, Clyde Wilson

INTERNATIONAL SIGNED FOR UNION

Steamfitters Local 312, Gomer Howard

INTERNATIONAL SIGNED FOR UNION

Cement Makers Local #528, Roger Settlemier

INTERNATIONAL SIGNED FOR UNION

Sheet Metal Workers Local #838, Steve Parney

INTERNATIONAL SIGNED FOR UNION

Steamfitters Local #138, Mark Martinez

INTERNATIONAL SIGNED FOR UNION

[Signatures]
In witness whereof, the parties have caused this\&A to be executed and effective as of the day and year first above written:

______________________________

______________________________

For the Union (Continued):

______________________________

______________________________
Affiliated International Unions

International Association of Heat and Frost Insulators and Asbestos Workers

By: William G. Bernard

International Union of Bricklayers and Allied Craftworkers

By: John J. Flynn

International Brotherhood of Electrical Workers

By: J. D. Barron

International Association of Bridge, Structural and Ornamental Iron Workers

By: Jake West

International Union of Operating Engineers

By: Frank Hanley

International Union of Elevator Constructors

By: Edward J. Sullivan

United Union of Roofers, Waterproofers and Allied Workers

By: Earl J. Knoll

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

By: Charles M. Hass

United Brotherhood of Carpenters and Joiners of America

By: Douglas J. McCarron

Operative Plasterers' and Cement Masons' International Association of the United States of America

By: John J. Dougherty

Edward C. Sullivan
President, Building & Construction Trades Department
Original signatures on file with the National Building and Construction Trades Department
International Brotherhood of Teamsters
By: [Signature]

International Union of Painters and Allied Trades
By: [Signature]

Sheet Metal Workers' International Association
By: [Signature]

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada
By: [Signature]

Laborers' International Union of North America
By: [Signature]

Original signatures on file with the National Building and Construction Trades Department
**SCHEDULE A-Prevailing Wage/Fringe Rates**

**Craft**

**BOILERM A K E R S**
Journey Level

**BRICK AND MARBLE MASON S**
Journey Level

**C A R P E N T E R S**
Acoustical Worker
Carpenter
Creosoted Material
Drywall Applicator
Floor Finisher
Floor Layer
Floor Sander
Millwright and Machine Erectors
Piledrivers, Bridge, Dock & Warf Carpenters
Piledrivers, Driving, Pulling, Placing Collars and Welding
Sawfiler
Shingler
Stationary Power Saw Operator
Stationary Woodworking Tools

**CEMENT MASON S**
Journey Level

**DIVERS & TENDERS**
Diver
Diver Tender

**DRYWALL TAPERS**
Journey Level

**ELECTRICIANS-INSIDE**
Cable Splicer
Cable Splicer (Tunnel)
Certified Welder
Certified Welder (Tunnel)
Construction Stock Person
Journey Level
Journey Level (Tunnel)
Lead Covered Cable Splicer

Note: The Coordinator is responsible for obtaining the current prevailing wage rate, including the breakdown for fringe benefits and publishing wage/fringe rate sheets for each individual County for all Contractors. Additionally, the Coordinator is responsible for obtaining and publishing all changes to the prevailing wage/fringe rates for this Project and listing the due dates for trust payments. Listed in this Section are the known existing craft classifications for construction work on the Sound Transit Project including, King, Snohomish, and Pierce Counties.
Craft

ELECTRICIANS-POWERLINE CONSTRUCTION
Cable Splicer
Certified Line Welder
Groundperson
Head Groundperson
Heavy Line Equipment Operator
Jackhammer Operator
Journey Level Lineperson
Line Equipment Operator
Pole Sprayer
Powderperson

ELEVATOR CONSTRUCTORS
Constructor
Mechanic
Mechanic in Charge
Probationary Constructor

FLAGGERS
Journey Level

GLAZIERS
Journey Level

HEAT & FROST INSULATORS AND ASBESTOS WRK.
Mechanic

IRONWORKERS
Journey Level

LABORERS
Asphalt Raker
Ballast Regulator Machine
Batch Weighman
Carpenter Tender
Cassion Worker
Cement Dumper/Paving
Cement Finisher Tender
Chipping Gun (Over 30 lbs.)
Chipping Gun (Under 30 lbs.)
Chuck Tender
Clean-up Laborer
Concrete Form Stripper
Concrete Saw Operator
Crusher Feeder
Curing Laborer
Demolition, Wrecking & Moving (Including Charred Materials)
Ditch Digger
Diver
Drill Operator (Hydraulic, Diamond)
Drill Operator, Airtrac
LABORERS CONTINUED

Craft

Dumpman
Faller/Bucker, Chainsaw
Final Detail Cleanup (i.e. dusting, vacuuming, window cleaning;
NOT construction debris cleanup)
Fine Graders
Fire Watch
Form Setter
Gabion Basket Builder
General Laborer
Grade Checker & Transit Person
Grinders
Grout Machine Tender
Hazardous Waste Worker Level A
Hazardous Waste Worker Level B
Hazardous Waste Worker Level C
High Scaler
Hod Carrier/Mortarman
Jackhammer
Laser Beam Operator
Miner
Nozzie Man, Concrete Pump, green Cutter when using High Pressure Air
& Water on Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster
Pavement Breaker
Pilot Car
Pipe Reliner (Not Insert Type)
Pipelayer & Caulker
Pipelayer & Caulker (Lead)
Pipe wrapper
Pot Tender
Powderman
Powderman Helper
Powerjacks
Railroad Spike Puller (Power)
Re-Timberman
Riprap Man
Signalmam
Sloper Sprayman
Spreader (Clary Power or Similar Types)
Spreader (Concrete)
Stake Hopper
Stockpiler
Tamper & Similar Electric, Air & Gas
Tamper (Multiple & Self-Propelled)
Toolroom Man (At Jobsite)
Topper-Tailer
Track Laborer
Track Liner (Power)
Tugger Operator
Vibrating Screed (Air, Gas, or Electric)
Vibrator
Welder
Craft

LABORERS CONTINUED
Well-Point Laborer

LABORERS-UNDERGROUND SEWER & WATER
General Laborer
Pipe Layer

PAINTERS
Journey Level

PLASTERERS
Journey Level

PLUMBERS & PIPEFITTERS
Journey Level

POWER EQUIPMENT OPERATORS
Assistant Engineers
Backhoe, Excavator, Shovel (3 YD & Under)
Backhoe, Excavator, Shovel (Over 3 YD & Under 6 YD)
Backhoe, Excavator, Shovel (6 YD and Over with Att.)
Backhoes, (75 HP & Under)
Backhoes, (Over 75 HP)
Barrier Machine (Zipper)
Batch Plant Operator, Concrete
Belt Loaders (Elevating Type)
Bobcat
Brooms
Bump Cutter
Cableways
Chipper
Compressors
Concrete Finish Machine-Laser Screed
Concrete Pump-Truck Mount with Boom Attachment
Concrete Pumps
Conveyors
Cranes, Thru 19 Tons, with Attachments
Cranes, 20-44 Tons, with Attachments
Cranes, 45-99 Tons, Under 150FT of Boom (Including JIB with Attachments)
Cranes, 100-199 Tons, Under 150FT of Boom (Including JIB with Attachments)
Cranes, 200-300 Tons, Under 250FT of Boom (Including JIB with Attachments)
Cranes, A-Frame, 10 Ton and Under
Cranes, A-Frame, Over 10 Ton
Cranes, Over 300 Tons, or 300 FT of Boom (Including JIB with Attachments)
Cranes, Overhead, Bridge Type (20-44 Tons)
Cranes, Overhead, Bridge Type (45-99 Tons)
Cranes, Overhead, Bridge Type (100 Tons & Over)
Craft

POWER EQUIPMENT OPERATORS CONTINUED

Cranes, Tower Crane up to 175FT in Height, Base to Boom
Cranes, Tower Crane over 175FT in Height, Base to Boom
Crushers
Deck Engineer/Deck Winches (Power)
Derrick, Building
Dozers, D-9 & Under
Drill Oilers-Auger Type, Truck or Crane Mount
Drilling Machine
Elevator and Manlift, Permanent and Shaft-Type
Equipment Service Engineer (Oiler)
Finishing Machine/Bidwell Gamaco and Similar Equipment
Fork Lifts (3000 lbs and over)
Fork Lifts (Under 3000 lbs)
Grade Engineer
Graderchecker and Stakeman
Hoists, Outside (Elevators and Manlifts ), Air Tuggers
Horizontal/Directional Drill Locator
Horizontal/Directional Drill Operator
Hydralifts/Boom Trucks (10 Ton and Under)
Hydralifts/Boom Trucks (Over 10 Ton)
Loaders, Overhead (6 YD Up to 8 YD)
Loaders, Overhead (8 YD & Over)
Loaders, Overhead (Under 6 YD) Plant Feed
Locomotives, All
Mechanics, All
Mixers, Asphalt Plant
Motor Patrol Grader (Finishing)
Motor Patrol Grader (Non-Finishing)
Mucking Machine, Mole, Tunnel Drill And/or Shield
Oil Distributors, Blower Dist. and Mulch Seeding Operators
Pavement Breaker
Piledriver (Other than Crane Mount)
Plant Oiler (Asphalt Crusher)
Posthole Digger, Mechanical
Power Plant
Pumps, Water
Quad 9, D-10, and HD-41
Remote Control Operator, Rubber Tired Earth Moving Equip.
Rigger and Bellman
Rollagon
Roller, Other than Plant Road Mix
Rollers, Planmix or Multilift Materials
Roto-Mill, Roto-Grinder
Saws, Concrete
Scrapers, Concrete and Carry All
Scrapers, Self-Propelled (Under 45 YD)
Scrapers, Self-Propelled (45 YD and Over)
Screed Man
Shotcrete Gunite
Slipform Pavers
Craft
POWER EQUIPMENT OPERATORS CONTINUED
Spreader, Topside Operator-Blaw Knox
Subgrade Trimmer
Tractors (75 HP & Under)
Tractors (Over 75 HP)
Transfer Material Service Machine
Transporters, All Track or Truck Type
Trenching Machines
Truck Crane Oiler/Driver (Under 100 Tons)
Truck Crane Oiler/Driver (100 Tons & Over)
Wheel Tractors, Farmall Type
Yo Yo Pay Dozer

ROOFERS
Journey Level
Using Irritable Bituminous Materials

SHEET METAL WORKERS
Journey Level

SIGN MAKERS & INSTALLERS-ELECTRICAL
Journey Level
Stock Person

SIGN MAKERS & INSTALLERS-NON-ELECTRICAL
Construction
Construction “B”
Journey Level
Production Silk Screener
Shop Person
Sign Hanger
Sign Painter
Silk Screener

SOFT FLOOR LAYERS
Journey Level

SPRINKLER FITTERS (FIRE PROTECTION)
Journey Level

SURVEYORS
Chain Person
Instrument Person
Party Chief

TERRAZZO WORKERS & TILE SETTERS
Journey Level

TILE, MARBLE & TERRAZZO FINISHERS
Finisher
TRUCK DRIVERS
Dump Truck
Dump Truck & Trailer
Other Trucks
Transit Mixer
ATTACHMENT A

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize my employer and/or Sound Transit to withhold monthly dues and/or representation fees and to forward those funds to my exclusive bargaining representative, Local Union No., AFL-CIO. I understand that this authorization will go into effect within 30 days of receipt. I also understand it will take 30 days on receipt of written notification to terminate this authorization.

Date: ____________________________

Print Name: ____________________________

Social Security Number: ____________________________

Signature: ____________________________
ATTACHMENT B

SHEET METAL
LETTER OF UNDERSTANDING RE: PREFABRICATION -

(Date)

Mr. Sean Mahoney
Sheet Metal Workers, Local 66
(address)

Re: Sound Transit, Project Labor Agreement, Article 12, Management Rights

Dear Mr. Mahoney:

This letter will confirm the discussions we had during the captioned Project Labor Agreement and the clarifications we made concerning the application of Article 12, Management Rights, of the Agreement. Consistent with the provisions of that Article, the on-site fabrication and installation of duct and ductwork components which are traditionally the work of SMWIA members will continue to be recognized as such.

As you know from the discussions in negotiations, if done off-site, this work will be performed in the Puget Sound Area and in the shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under the prevailing wage laws for employees represented by the Sheet Metal Workers, unless such work is performed otherwise pursuant to the provisions of this letter.

The Sheet Metal Workers recognize that the timely completion of this Project is vital to Sound Transit and the Community it is intended to serve. Therefore, if the nature of the work, the project schedule, or the contracting circumstances make it necessary to obtain fabrication outside the region or under conditions different than those described above, the Sheet Metal Workers agree to cooperate in accommodating the reasonable needs of the Project. The Contractor and the Union agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The Sheet Metal Workers will not unreasonably withhold its consent to such accommodations and Local 66 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to ensure that both parties are fully informed of the facts affecting the substance of this letter.

If you agree this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article 12 of the PLA. Please indicate your acceptance in the space provided below.

Signed:

By: [Signature] (for Sound Transit)

By: [Signature] Sean Mahoney, Local 66

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ATTACHMENT C

UNITED ASSOCIATION
LETTER OF UNDERSTANDING RE: PREFABRICATION
(Date)

Mr. James Moss, Business Manager, UA Local 32, Seattle, Washington
Mr. Larry Overly, Business Manager, UA Local 82, Tacoma, Washington
Mr. Phillip D. Wells, Business Manager, UA Local 265, Everett, Washington

Re: Sound Transit, Project Labor Agreement, Article 12, Management Rights

Dear Mr. Moss, Overly and Wells:

This letter will confirm the discussions we had during the captioned Project Labor Agreement and the clarifications we made concerning the application of Article 12, Management Rights, of the Agreement. Consistent with the provisions of that Article, the on-site fabrication and installation of pipe and pipe formations between manufactured components which are traditionally the work of UA members will continue to be recognized as such.

As you know from the discussions in negotiations, if done off-site, this work will be performed in the Puget Sound Area and in the shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under the prevailing wage laws for employees represented by the United Association, unless such work is performed otherwise pursuant to the provisions of this letter.

The United Association recognizes that the timely completion of this project is vital to Sound Transit and the Community it is intended to serve. Therefore, if the nature of the work, the project schedule, or the contracting circumstances make it necessary to obtain fabrication outside the region or under conditions different than those described above, the United Association agrees to cooperate in accommodating the reasonable needs of the Project. The Contractor and the Union agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. If it is necessary to vary from the terms of the Agreement to accommodate the needs of the Project, due consideration will be given to United Association Union Label Fabrication shops that may employ workers whose terms and conditions of employment do not equal or exceed those established in the area under the prevailing wage laws for employees represented by the United Association. The United Association will not unreasonably withhold its consent to such accommodations and Locals 32, 82 and 265 agree to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to ensure that both parties are fully informed of the facts affecting the substance of this letter.

If you agree this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article 12 of the PLA. Please indicate your acceptance in the space provided below.

Signed: INTERNATIONAL SIGNED FOR ALL THREE UNIONS, LOCALS 32, 82, AND 2

By: [Signature] (for Sound Transit)
By: James Moss, UA Local 32
By: Larry Overly, UA Local 82
By: Phillip D. Wells, UA Local 265
ATTACHMENT D

IBEW
LETTER OF UNDERSTANDING RE: PREFABRICATION

(Date)

Ms. Gwendolyn Lee, IBEW Local 46
Mr. Mike Grunwald, IBEW Local 76
Mr. Milt Foster, IBEW Local 191

Re: Sound Transit, Project Labor Agreement, Article 12, Management Rights

Dear Ms. Lee; Mr. Grunwald & Mr. Foster:

This letter will confirm the discussions we had during the captioned Project Labor Agreement and the clarifications we made concerning the application of Article 12, Management Rights, of the Agreement. Consistent with the provisions of that Article, the on-site fabrication and installation of electrical components which are traditionally the work of members of IBEW Locals 46, 76 & 191 (IBEW) will continue to be recognized as such.

As you know from the discussions in negotiations, if done off-site, this work will be performed in the Puget Sound Area and in the shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under the prevailing wage laws for employees represented by the IBEW, unless such work is performed otherwise pursuant to the provisions of this letter.

The IBEW recognizes that the timely completion of this Project is vital to Sound Transit and the Community it is intended to serve. Therefore, if the nature of the work, the project schedule, or the contracting circumstances make it necessary to obtain fabrication outside the region or under conditions different than those described above, the IBEW agrees to cooperate in accommodating the reasonable needs of the Project. The Contractor and the Union agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The IBEW will not unreasonably withhold its consent to such accommodations and the IBEW agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to ensure that both parties are fully informed of the facts affecting the substance of this letter.

If you agree this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article 12 of the PLA. Please indicate your acceptance in the space below.

Signed:

By: [Signature] (for Sound Transit)

By: Gwendolyn Lee, IBEW Local 46

By: Mike Grunwald, IBEW Local 76

By: Milt Foster, IBEW Local 191
ATTACHMENT E

TUNNEL PROVISIONS

Except as noted below, the terms, conditions of employment, wage rates and fringe benefits of
the Sound Transit PLA apply to underground tunnel work:

Change House-The individual employer shall establish and maintain a change house within
reasonable distance of each portal, adit or shaft which shall include separate shower rooms, toilet
facilities, lockers and heating; and drying facilities for both men and women workers in sufficient
numbers to support the amount of workers in each crew.

Bull Gangs-When required to support tunnel construction operations, special shifts maybe
established by the Contractor for tunnel "Bull Gangs". The Contractor will provide adequate
notice to the Committee as well as the employees when a special shift is required for “Bull Gang”
work.

Lunch Provisions –

Section 1. Employees shall not be required to work more than five (5) hours from the start of
the shift without at least a one-half (½) hour break for lunch. This lunch period shall not begin
earlier than three and one-half (3½) hours after the start of the shift. If they are required to
work past five (5) hours, one-half (½) hour at the applicable overtime rate shall be added to the
hours worked and they must then be allowed time to eat their lunch. If not allowed time to eat
lunch, employees will be paid an additional one-half (½) hour of overtime.

Section 2. Employees required to work more than two (2) hours after the end of the regular
shift shall be allowed at least one-half (½) hour meal period which shall be considered as time
worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch
by the employer. If not given the one-half (½) hour meal period, one-half (½) hour at the
applicable overtime rate shall be added to the hours worked.

Section 3. Employees required to work more than five (5) hours after the end of the regular
shift shall be allowed at least one-half (½) hour meal period which shall be considered as time
worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch
by the employer. If not given the one-half (½) hour meal period, one-half (½) hour at the
applicable overtime rate shall be added to the hours worked.

Section 4. In the event that the Employer establishes a ten (10) hour day, the first lunch period
shall be at mid-shift. Employees’ lunch period may be staggered during the period of three and
one-half (3½) to five (5) hours from the start of the shift to cover necessary work of a
continuous nature.

Section 5. For the purposes of these Tunnel Provisions, the applicable overtime rate following a
delay/missed meal, as noted above shall be as follows:

a. In the event the rate of the day is straight time, the applicable overtime rate will be
time and one-half (1½) times the straight time rate of pay.

b. In the event the rate of the day is time and one-half (1½), the applicable rate will be
two (2) times the straight time rate of pay.

c. In the event the rate of the day is double time, the applicable overtime rate will be
two and one-half (2½) times the straight time rate of pay.²

² Lunch Provisions amendment effective as of January 8, 2009 by action of the Joint Administrative
Committee.
Starting Times—Portal to Portal:

a. Employees working within a tunnel shall have their time start at the portal of the tunnel, at which he/she is directed by the Contractor or their Subcontractor to report for work on his/her shift and shall end at such portal.

b. Employees working within a shaft shall have their time start and end at the collar of the shaft.\textsuperscript{3}

\textsuperscript{3} Starting Times—Portal to Portal amendment effective as of January 8, 2009 by action of the Joint Administrative Committee.
ATTACHMENT F

THE PLAN FOR THE SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY

The Building and Construction Trades Department, AFL-CIO, on behalf of its fifteen affiliated National and International Unions and their Local Unions, have joined with five employer associations¹ to establish the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan). The jurisdictional disputes procedure has been in effect since 1984 and replaced such predecessor plans as the Impartial Jurisdictional Disputes Board and the National Joint Board. The Building and Construction Trades Department’s Constitution requires all jurisdictional disputes between crafts to be settled pursuant to the Plan. As the Plan is a voluntary dispute resolution mechanism, however, a case will not be processed unless the employer agrees to be bound to the Plan.²

When a jurisdictional dispute arises, the National or International Unions have five days to resolve the matter. Anytime within the five day period, the involved National or International Unions or the contractor responsible for making the assignment may request the matter be arbitrated. The parties then have three days to select an arbitrator from a permanent panel of arbitrators knowledgeable in the construction industry. Once selected, the arbitrator must hold the hearing within seven days. The arbitrator issues a decision within three days of the close of the hearing.³ The arbitrator may not award back pay or damages for a miss-assignment of work nor may any party bring an independent action for damages based on the arbitrator’s award. The losing party pays the fees and expenses of the arbitrator. The arbitrator’s decision is final and binding. There is no appeal procedure.

The Plan prohibits work stoppages, slowdowns, NLRB and court actions, and grievances under a collective bargaining agreement where the issue involves a jurisdictional dispute or assignment of work by a stipulated contractor. If a union engages in such activity, the Plan provides for expedited arbitration to resolve the matter. Upon notice by the contractor of an impediment to job progress, the Administrator informs the appropriate General President. If the General President is unable to stop the impediment, the Administrator selects an arbitrator to hold a hearing within 24 hours. The sole issues at the hearing is whether there has been an impediment to job progress. The arbitrator must issue a decision within three hours after the close of the hearing. If court enforcement of an arbitrator’s decision is necessary, the Administrator is authorized to file a court action to enforce the decision.


² An employer may stipulate to the Plan by the terms of a collective bargaining agreement, signing a separate stipulation form, or by membership in an employers’ association which binds its members to the Plan.

³ The criteria utilized by Plan arbitrators in rendering decisions are: 1) whether a previous decision or agreement of record between the parties to the dispute governs; 2) if not, whether there is an applicable agreement between the crafts governing the case; and 3) if not, the arbitrator then considers the established trade practice and prevailing practice in the locality. In addition, the Plan provides that because efficiency, cost or continuity and good management are essential to the well-being of the industry, the arbitrator shall not ignore the interest of the consumer or the past practice of the employer.
A third type of dispute processed under the Plan involves changes in original assignment. Under the Plan, a contractor may not change an assignment of work from one craft to another unless directed by a Plan arbitrator or there is agreement between the crafts involved. The Administrator decides all original assignment questions. The sole issue is whether there has been a change in assignment, not whether the assignment was correct. Any party may appeal an original assignment determination of the Administrator to a Plan arbitrator.
ATTACHMENT G

LINK LIGHT RAIL AND SOUNDER COMMUTER PROJECT

SUBSTANCE ABUSE PREVENTION PROGRAM

The Local Unions signatory to this PLA and Sound Transit have agreed on this Substance Abuse Prevention Program ("Program") for application to all Contractor craft personnel working on the Project. This Program supersedes any policies negotiated for any other work outside of the Project by Contractors and the Unions that might otherwise apply. Nothing in this Agreement is intended to supersede or diminish more restrictive controlled substance or alcohol regulations imposed by federal or state agencies upon specific employee groups or categories of employees who are also covered by this Program. A summary of this Program shall be provided to all employees. The full Agreement shall be made available to any Union representative or to Project employees upon request.

The intention of this Program is to establish the Project as a drug- and alcohol-free workplace in order to assure safe and productive working conditions with due regard for the personal privacy interests of Project employees. It is not the intention of the parties that any Contractor intrude on off-duty activities of Project employees away from the Project site unless those activities have a job-related impact. The circumstances permitting controlled substance and alcohol testing in this Program have been carefully defined and intentionally restricted. The Sound Transit Substance Abuse Coordinator hereinafter "Substance Abuse Coordinator" will retain oversight over the Programs and will monitor test procedures, as well as Contractor, Union and Third Party Administration policy compliance.

SUMMARY

The basic elements of the Program are simple. Unauthorized use, possession or sale of controlled substances or alcohol on the Project is prohibited. Persons who violate this rule or who are convicted for selling, using, or possessing controlled substances or alcohol will not be permitted to work on the Project. Applicants for Project employment will be subject to pre-employment controlled substance, alcohol and adulterant testing. Thereafter, employees will be subject to reasonable cause, post-accident, random and return-to-work testing for the presence of controlled substances, alcohol or adulterants in their systems. Employees who report for work with alcohol, adulterants or unauthorized controlled substances in their systems will not be permitted to remain on the Project. Employees who violate the substance abuse policy and applicants who fail the pre-employment testing, will be denied employment and will not be eligible for reassignment to any Contractor on the Project until a period of not less than ninety (90) calendar days has passed and the employee/applicant has successfully completed a Sound Transit-approved counseling or rehabilitation program, at the employee's expense. An employee/applicant will be deemed to have "successfully completed" a Sound Transit-approved counseling or rehabilitation program when Sound Transit is provided written documentation from the approved agency/organization that the employee/applicant has met all of the Program requirements. Such employees/applicants shall be subject to pre-employment, random and periodic controlled substance, adulterant or alcohol testing thereafter at the request of Sound Transit for up to one year. The program will apply to all Contractor craft personnel, union and non-union, at all construction sites covered by the PLA.
Special safeguards have been undertaken to assure that testing will be conducted by licensed laboratories, under the strictest federal guidelines, with special provisions to assure test reliability, employee privacy and confidentiality. All testing will be conducted only by laboratories approved by the Substance Abuse and Mental Health Services Administration ("SAMHSA") (formerly the National Institute of Drug Abuse, or "NIDA") in accordance with the Mandatory Guidelines for Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended.

**CONTROLLED SUBSTANCES**

For purposes of this Program, "controlled substances" shall include any illegal drugs, such as cocaine, marijuana, opiates, phencyclidine (PCP) and/or amphetamines, which may alter or affect an individual's motor functions or mental capacity. Appendix A lists the controlled substances and the threshold levels for which an employee/applicant will be tested. Threshold levels of categories of controlled substances listed by DOT constituting positive test results shall be determined using the applicable SAMHSA threshold levels in effect at the time of the testing. The schedule of controlled substances to be tested for on this Project and their threshold levels are listed in Appendix A and shall be updated periodically to reflect SAMHSA and industry threshold changes.

**PRESCRIPTION AND OVER-THE-COUNTER MEDICATION ABUSE**

Abuse of a drug or medication prescribed by a duly licensed health care provider, over-the-counter drug or medication, health supplement or designer and synthetic drug which may alter or affect an individual's motor function or mental capacity is prohibited and will be treated for the purposes of this Program as a controlled substance.

Employees may maintain on Project premises prescription and over-the-counter medications provided:

1. The prescription is written by a licensed health care provider for current use by the person in its possession and the medication is in its original container and in the employee's name.

2. Employees must not consume prescribed or over-the-counter medications more often or in greater dosages than as prescribed by the employee's health care provider or as per the instructions and they must not allow any other person to consume the prescribed medication.

3. Where an employee has been informed that the medication could cause adverse side effects while working or where the medication, either prescribed or over-the-counter, indicates such a warning, the employee must inform the Contractor prior to using such substances on the job. The use of a medication prescribed by a licensed health care provider for the individual employee is permitted, provided that it will not affect work performance. However, the Contractor at all times reserves the right to have a licensed health care provider determine if use of a prescription medication by an employee may produce effects which may increase the risk of injury to the employee or others while working. If such a finding is made, the Contractor may check with the prescribing health care provider (with permission of the employee) to see if other medications are available which would not seriously affect the employee's ability to work safely. If appropriate substitute medication is not available, the Contractor may limit or suspend the work activity of the employee during the period that the licensed
health care provider advises that the employee's ability to perform his job safely may be adversely affected by the consumption of such medication.

4. Any employee who tests positive for a prescribed medication or whose work site performance or behavior has been impaired or affected by the use of a prescribed or over-the-counter medication will be found in violation of this Agreement unless proper notice has been given as required by paragraph 3 above.

**ADULTERATED, SUBSTITUTED OR DILUTE SPECIMENS**

This Substance Abuse Prevention Policy will adhere to guidelines established in SAMHSA Public Document 035 dated September 28, 1998 for determining the validity of a specimen. This guideline is consistent with the Department of Transportation (DOT) regulations (49 CFR Part 40) that permit laboratories to conduct additional tests to determine the validity of a specimen.

An employee/applicant submitting a specimen for which an approved testing laboratory reports the existence of an "adulterant", "interfering substance" and/or "masking agent" or the sample is identified as a "substituted specimen" will be deemed in violation of this Agreement and will be processed as if the test result were positive. Those employees/applicants for whom the testing laboratory reports an "adulterated", "interfering substance", "masking agent" or "substituted" specimen will be prohibited from the Project for not less than ninety (90) calendar days and the employee/applicant will be required to successfully complete a Sound Transit-approved rehabilitation program.

The guideline issued in PD 035, in the SAMHSA September 28, 1998 memo uses the following reporting protocols:

a.) **Adulterated Specimen:** PD 035 includes three definitions for *Adulterated*:
   
   i) *adulterated* if the nitrile concentration is equal to or greater than 500 mcg/mL.
   
   ii) *adulterated* if the pH is less than or equal to 3, or if it is greater than or equal to 11.
   
   iii) *Adulterated* if a foreign substance is present, or if an endogenous substance (one that is normally found in urine) is present at a concentration greater than the normal physiological concentration.

b.) **Substituted Specimen:** one that has a creatinine of less than or equal to 5 mg/dL and a specific gravity less than or equal to 1.001 or greater than or equal to 1.020. These specimens do not exhibit the clinical signs or characteristics associated with normal urine.

c.) **Dilute Tests:** Protocol covering dilute specimens will follow guidelines established by SAMSHA PD 035 in their memo dated September 28, 1998. Specimens identified by the testing laboratory as dilute will require the employee/applicant to be retested. A second consecutive retest indicating a dilute specimen will require the employee/applicant to be prohibited from working on the Project for a minimum of ninety (90) calendar days. Refusal to retest or noncompliance with drug testing procedures will result in the employee being prohibited from working on the Project for at least ninety (90) calendar days. In all instances, such employee will not be allowed work on the Project until he has successfully completed a drug and alcohol test.
A "dilute specimen" is defined as: "one that has a creatinine reading less than 20 mg/dL, but greater than 5 mg/dL, and a specific gravity less than 1.003 but greater than 1.001.

**JOB APPLICANTS**

1. The special circumstances of the Project, including its unique construction activities and working conditions, warrant special assurances that all Contractor personnel are certified as alcohol- and drug-free before they are eligible for regular employment. All offers of employment for Project positions will be conditional until the applicant has satisfactorily completed a controlled substance and alcohol test. Specimens will be collected during in-processing on the Project site or at a designated off-site location prior to the commencement of any work on the Project, but not more than twenty-four (24) hours prior to the commencement of any work. Applicants will be on the clock for all time spent in-processing, including specimen collection, with a minimum of four (4) hours paid show-up time.

2. Applicants for Project positions will be permitted conditional access to the Project pending receipt of final test results. If test results are confirmed positive for controlled substances without a valid prescription, alcohol or adulterants, the employee will be barred from the Project immediately. Such employees will be paid for all time worked. An applicant with a confirmed positive test may request in writing from Sound Transit for a copy of the drug test result.

3. Any conditional employee so barred will not be eligible for reapplication for employment on the Project until a period of not less than ninety (90) days has passed and the employee has successfully completed a Sound Transit-approved counseling or rehabilitation program, at the employee’s expense. Before being hired, any such employee must provide written documentation of successful passage of the counseling or rehabilitation program to the Substance Abuse Coordinator and must complete a controlled substance and alcohol test conducted by a SAMHSA-approved laboratory at the employee’s expense. Upon the successful completion of such a subsequent test, the applicant will be eligible for assignment to the Project provided the applicant further agrees in writing to submit thereafter to periodic controlled substance or alcohol testing at Sound Transit’s request. Such periodic testing will be conducted for up to one year after the applicant is assigned to the Project, in addition to any other testing provided for in this Agreement. The applicant will be responsible for all costs associated with the periodic tests.

4. Any applicant who receives a negative result on his pre-employment controlled substance and alcohol test will not be required to submit to a second pre-employment test within one (1) year of the first such test and will be issued a drug testing “clean card”. The “clean card” may be linked to, and valid on both the Sound Transit and Sea-Tac Airport Projects. If linkage with the Sea-Tac Airport Project is approved, Sound Transit will provide notification to the Contractor. Re-employment after the anniversary date that the clean card is issued will require the applicant to submit to normal pre-employment requirements. An employee who is issued a clean card will continue to be subject to reasonable cause, post accident, random and return-to-work testing.

5. Refusal on the part of any applicant or employee to comply with the testing procedure will disqualify the applicant or employee from consideration for continued employment on the Project for not less than ninety (90) calendar days.
ACTIVE EMPLOYEES

All regular employees are subject to a controlled substance or alcohol test while on the job or in a job status (such as on Contractor- or Owner-provided transportation) for the following reasons:

(a) **Reasonable Cause Testing:** An employee will be tested for reasonable cause when specific, reliable objective facts and circumstances are sufficient to warrant a prudent person to believe that the employee more probably than not may have used a controlled substance or alcohol as evidenced by work performance, behavior or appearance while on the job site. If cause results from an observation, the observation must be confirmed by a second member of Contractor supervision and those Contractor representatives will endeavor to consult with the prime Contractor's Safety Representative or designee. The Contractor will notify the Substance Abuse Coordinator within one (1) working day of directing the employee to a reasonable cause test.

(b) **Post-Accident Testing:** Any employee who is involved in an accident in the course of job duties which involved use of vehicles, heavy equipment, power tools or other dangerous instrumentalities or working conditions and which resulted in injury or property damage may be tested in cases where the designated Contractor safety representative or designee concludes that:

1. the accident was caused by human error or could have been avoided by reasonably alert action; and
2. the employee to be tested was an active participant in the accident circumstances; and
3. use a controlled substance or alcohol or abuse of a prescription or over-the-counter drug cannot be discounted as a contributing factor.

Any employee directed for post-accident testing shall be entitled to request the presence of a Union steward in pre-test meetings with Contractor management, provided a Union steward is readily available and the circumstances allow. The Contractor will notify the Substance Abuse Coordinator within one (1) working day of directing the employee to drug and alcohol test following an accident.

(c) **Random Testing:** The Coordinator will conduct periodic random testing of regular employees for controlled substances and alcohol. Employees will be selected for testing by lottery; to be conducted solely by the Coordinator or a Project-designated Third Party Administrator (TPA). (Up to fifty percent (50%) of regular employees will be randomly tested annually.) Such testing will be in addition to any other testing permitted by this Agreement.

(d) **Return-To-Work Testing:** An employee who has submitted a positive drug, adulterant or alcohol test for work on the Project and who seeks to return to work on the Project after successfully completing all Program requirements, will consent and submit to periodic testing for up to one (1) year from his return at the direction of the Substance Abuse Coordinator. These tests are in addition to any reasonable cause, post-accident and random testing requirements.

Employees removed from duty for reasonable cause and post-accident testing will remain off duty until test results are received. If the employee tests negatively, the employee will be
reinstated with full backpay for lost time. Employees required to present for random testing will remain on duty unless and until the employee tests positively for a controlled substance and/or alcohol.

If the employee tests positively, the employee will be barred from the Project effective the date and time of the specimen collection. Any employee so barred will not be eligible for reemployment on the Project until a period of not less than ninety (90) calendar days has passed and the employee has successfully completed a Sound Transit-approved counseling or rehabilitation program, at the employee's expense. Before being rehired, any such employee must provide documentation of successful completion of the counseling or rehabilitation program to the Substance Abuse Coordinator and must complete a controlled substance test conducted by a Sound Transit-approved laboratory at the employee's expense. Such employees will be required to submit to periodic controlled substance and alcohol testing at Sound Transit's request, for up to one year after they return to the Project. Any costs associated with the periodic testing will be the responsibility of the employee. The employee's consent to such periodic testing, which shall be conducted in addition to reasonable cause and random testing, is a condition of reemployment.

Any employee/applicant convicted for selling, using, manufacturing or possessing a controlled substance in any court of law will notify the Substance Abuse Coordinator within one (1) working day of the conviction. The conviction will be treated as a positive test result and the employee/applicant will be held to the same requirements set for this violation. Failure to report a conviction to the Substance Abuse Coordinator may lead to prohibition from the Project for up to one (1) year.

**COLLECTION PROCEDURES**

An employee/applicant dispatched to the Project will present himself for collection of a specimen and breathalyzer test prior to the commencement of any work on the Project, but not earlier than one working day prior to the commencement of any work. The specimen will be divided into a split sample in the presence of the employee/applicant. Urine specimens shall be collected in such a manner as to give the employee/applicant as much privacy as possible without degrading the reliability of the test.

An employee/applicant undergoing urine testing will be given a maximum of three hours at the collection site to produce a valid specimen. All breathalyzer tests shall be conducted immediately upon the employee's/applicant's presentation for the test. Failure to produce a valid specimen constituting no less than 45ml of urine in one void within this time frame or to submit to the breathalyzer test will result in the employee being considered as "refusing to test" and he will be prohibited from working on the project for not less than ninety (90) calendar days and until he successfully passes an approved drug and alcohol test.

An employee/applicant who can not produce a valid specimen within the three hour time frame may contact the Medical Review Officer (MRO) for review of his circumstance. The MRO may refer the employee/applicant for a medical evaluation to a physician designated by the MRO to determine if there is a valid medical reason that would prevent the employee/applicant from providing a sufficient specimen. If the MRO finds documented evidence of a valid medical reason for failing to provide a sufficient specimen, he may authorize the employee/applicant to present himself for a new collection. The employee/applicant is responsible for all expenses pertaining to the medical evaluation. The Contractor to whom the employee/applicant is dispatched, will be responsible for the expenses related to the new collection and drug and alcohol test.
TEST PROCEDURES

Testing procedures, including controlled substances to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines For Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended and the Federal Motor Carrier Safety Act regulations, where applicable. Controlled substance tests shall be conducted only by laboratories licensed and approved by SAMHSA, which comply with the American Occupational Medical Association (AOMA) ethical standards. Controlled substance tests shall be by urinalysis and shall consist of two procedures, a screen test (EMIT or equivalent) and if that is positive, a confirmation test (GC/MS or equivalent). Alcohol tests shall be by breathalyzer. Any test revealing a blood/alcohol level equal to or greater than .04 percent shall be positive and will be conducted under procedures consistent with Washington State law.

An employee/applicant presenting himself at a Sound Transit-approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason - unless authorized by the collection agency – until he has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee/applicant being classified as "refusing to test" and being prohibited from working on the Project for a minimum of ninety (90) calendar days from the date of the scheduled test.

TEST RESULTS

Any positive test for controlled substances, alcohol or an adulterant shall be reported to a Medical Review Officer (MRO) appointed by the designated laboratory. The Medical Review Officer shall review the test results and any disclosure made by the employee/applicant and shall attempt to interview the employee/applicant to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive. The MRO will make good faith efforts to contact the employee/applicant, but failing to make contact within two (2) working days, may deem the employee's/applicant's result a “lab positive”. After the issuance of a lab positive, the employee/applicant will be barred from the Project until the employee/applicant makes contact with the MRO and the MRO sends the Substance Abuse Coordinator a written confirmation of a negative result.

If the MRO declares the test positive or adulterated, notification shall be provided, in writing, to the Substance Abuse Coordinator. The Substance Abuse Coordinator shall keep test results in confidence. A limited notification will be provided to the employing Contractor, by the Substance Abuse Coordinator, solely reporting that the employee is "ineligible" for further employment. The employing Contractor shall have no access to individual test files. In addition, the Substance Abuse Coordinator shall contact the appropriate Union representative and advise him of the employee's eligibility status for continued work on the Project. The Unions shall keep the test results in confidence and only use the results to determine the eligibility of the member to be re-dispatched to the Project. If written notification of termination is required, the Contractor will state that the employee is "in violation of the Link Light Rail and Sounder Commuter Project PLA Policy".

RE-TESTS
In the event of a positive controlled substance test, an automatic confirmation test will be performed on the original specimen by the testing laboratory at no cost to the employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit independent re-testing at the request of the employee at his expense. Re-tests may be conducted by the same or any other approved Sound Transit laboratory. The laboratory shall endeavor to notify the MRO of positive controlled substance test results within five (5) working days after receipt of the specimen. The employee may request a re-test within five (5) working days from notice of a positive test result by the MRO. Costs of re-tests will be paid in advance by the requesting party.

CONSENT FORMS

Employees must execute a written consent, in the form attached at Appendix B, to submit to the test and for the testing laboratory to release the report of test results to the Substance Abuse Coordinator. Failure to sign the appropriate release form or to comply with testing procedures otherwise will result in the employee or applicant being barred from the Project for not less than ninety (90) calendar days.

SUBSTANCE ABUSE COORDINATOR

Sound Transit shall designate a Substance Abuse Coordinator to monitor compliance with this Agreement and to provide assistance to Project employees with questions concerning controlled substance or alcohol test procedures, availability of a Sound Transit-approved counseling or rehabilitation or any other substance- or alcohol-related matters. All inquiries to the Substance Abuse Coordinator will be confidential. The parties are eager to help employees with substance abuse problems. The Substance Abuse Coordinator will be prepared to assist employees in discussing insurance coverage and locating available counseling, rehabilitation and community resources.

EMPLOYEE ASSISTANCE PROGRAMS

The Substance Abuse Coordinator will work with the signatory Unions to develop an “approved” list of counseling and rehabilitation programs to be used by employees/applicants who test positively for controlled substances, alcohol or adulterants. The cost of counseling and rehabilitation will be the responsibility of the employee/applicant.

APPEAL PROCEDURE

Any disputes involving application of this Program shall be referred to the Dispute and Grievance Procedure established by Article 17 of the PLA. Such disputes may be initiated at Step 2. Nothing in the grievance procedure may void the application of this Substance Abuse Prevention Program on the Project.

SAVINGS AND SEVERABILITY

It is not the intention of the Unions or Sound Transit to violate any applicable federal or state laws by enactment of this Program or in its application. In the event any provisions of the Program are held to be illegal or void as being in contravention of any law, the remaining provisions shall remain in full force and effect. The parties agree further to meet promptly to commence negotiations concerning the provision affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties hereto.
## APPENDIX A

**SUBSTANCE ABUSE PREVENTION AND DETECTION**

**THRESHOLD LEVELS**

<table>
<thead>
<tr>
<th>CONTROLLED SUBSTANCE*</th>
<th>SCREENING METHOD</th>
<th>SCREENING LEVEL**</th>
<th>CONFIRMATION METHOD</th>
<th>CONFIRMATION LEVEL</th>
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<tr>
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<td>EMIT</td>
<td>1000 ng/ml**</td>
<td>GC/MS</td>
<td>500 ng/ml**</td>
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<td>Alcohol</td>
<td>Breathalyzer</td>
<td>.04 Percent</td>
<td>Breathalyzer</td>
<td>.04 Percent</td>
</tr>
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</table>

* All controlled substances including their metabolite components

** SAMHSA specified threshold

A sample reported positive contains the indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level. Testing levels may be changed to meet SAMSHA or revised industry standards.

EMIT – Enzyme immunoassay

GC/MS – Gas Chromatography/Mass Spectrometry
APPENDIX B
SUBSTANCE ABUSE PREVENTION PROGRAM

CONSENT FORM
Employee Acknowledgment/Authorization

I am familiar with my obligations under the Link Light Rail and Sounder Commuter Project Substance Abuse Prevention Program. I also understand that the Program specifically requires that:

- Use, possession or sale of controlled substances or alcohol at the Project site is prohibited.
- Violation of this rule, or conviction for selling, using, or possessing controlled substances on or off the Project, will cause me to be barred from the Project.
- Use of prescribed or over-the-counter medication is permitted if it will not affect work performance.
- If prescribed or over-the-counter medication could affect work performance I must notify my Contractor-employer prior to using such substances on the job.
- I must submit to screening/testing for controlled substances, adulterants and alcohol as requested by the Contractor in accordance with the terms of the Program.
- The presence of one or more of a controlled substance, adulterant or alcohol in my system at or above the defined threshold levels will result in termination of employment and ineligibility for reemployment for at least ninety (90) calendar days.
- If terminated for failing a controlled substance, adulterant or alcohol test, I will be required to complete a Sound Transit-approved counseling or rehabilitation program and to agree to periodic testing at Sound Transit’s request.
- My submission of an adulterated, substituted or dilute specimen, or my refusal to submit to the alcohol and controlled substances screening tests required by this Program will subject me to all disciplinary procedures and/or prohibitions provided in the Program.
- If I am employed, my refusal to submit to such testing will result in immediate termination of employment.

I authorize the release of all test results to the Substance Abuse Coordinator. In addition, I authorize the release of my job eligibility status to my Contractor-employer and the appropriate Union Representative.

I am signing this acknowledgment/authorization voluntarily with full knowledge and understanding of the Link Light Rail and Sounder Commuter Project Substance Abuse Prevention Program and I agree to be bound by its terms.

Employee Name (Print): ________________________________

Employee Signature: __________________________________

Date: ________________________________________________

Contractor Name: ______________________________________

Sound Transit Contract #: ______________________________
APPENDIX C
LINK LIGHT RAIL AND SOUNDER COMMUTER PROJECT
SUBSTANCE ABUSE PROCEDURES

1. Each craft employee must sign a consent form (See Appendix B) to allow the Substance Abuse Coordinator access to his testing information and results. Each craft worker is to be drug tested on the day of, but prior to, the commencement of any work. The signed consent form is to be photocopied. The original is to be kept on file by the Contractor and the copy is to be given to the employee.

2. A drug test "Clean Card" will be used for the Project. Craft workers who receive a dispatch for the Project and who receive a negative result on their pre-employment drug and alcohol tests will receive a "Clean Card" that is valid for one year from the date that it was issued. When issued, the "Clean Card" will exempt the craft worker from any pre-employment drug and alcohol testing for any contract on the Project during the year that it is valid. Contractors are to accept the "Clean Card" as evidence of testing and follow all procedures as if the "Clean Card" were a drug test receipt. If a craft employee possessing a valid "Clean Card" becomes employed by another Contractor on the Project, or moves with his Contractor-employer to another contract within the Project, he will be exempt from pre-employment drug and alcohol testing. After one year from issuance, the "Clean Card" will expire and the employee will be required to submit to pre-employment drug and alcohol testing if he changes Contractor or works on a different contract within the Project. If approved, the "Clean Card" will be linked to the Sea-Tac Project and Sound Transit will notify Contractors that they may accept a "Clean Card" from that project as evidence of testing. The "Clean Card" will not exempt an employee from any of the other drug testing requirements, such as reasonable cause, post-accident, random or return-to-work testing.

3. Craft employees who have been drug tested for projects other than those covered by this PLA – or Sea-Tac, if approved - must be re-tested prior to commencing any work. Craft employees who have been laid off or not worked on the Project for thirty (30) days or more must be re-tested unless they hold an unexpired "Clean Card" from this Project. Craft employees are to be paid for the time that they are being drug tested. Contractors are required to have the craft employee show them their drug test receipt (Evidence of testing) or unexpired Project "Clean Card" before they are allowed to perform any work. The Contractor will photocopy the drug test receipts – or "Clean Cards" - and maintain them in their files. The Contractor will maintain these files for both themselves and their Subcontractors.

4. A Project-approved drug and alcohol collection/testing/MRO/Third Party Administrator for the Project will be identified for the Contractor. The Contractor will be notified of the requirements of notification and procedures to be used with this service.

5. Contractors must fax daily to the Substance Abuse Coordinator (or his designee) a list of each new craft employee who started work on that day. This requirement also is in effect for craft employees who have worked on the Project previously, but have been absent from the Project for more than thirty (30) days.

6. Upon receipt of the information from the drug collection/testing/MRO service/Third Party Administration, the Substance Abuse Coordinator will notify the Contractor if any of the craft employees on that contract are "ineligible" for further employment. A Contractor may be required to have an individual re-tested or a specimen may be subjected to specialized
testing. The Substance Abuse Coordinator will communicate only to the Contractor about their own or their Subcontractor’s craft employees concerning test results and will communicate only when the employee is “ineligible” for further employment. It is the responsibility of the Contractor to keep this information confidential.

7. A Contractor may be required to have an employee re-tested one or more times. In cases where an individual has produced two (2) consecutive dilute specimens, the individual will be prohibited from working on the Project for a minimum of ninety (90) calendar days. In circumstances where an individual can not, or who is unwilling to submit a valid specimen, an individual may be directed to the collection agency’s office at or by a particular time or day and be prepared to stay in the office until he produces a valid specimen. Failure to comply with these directions will render an individual ineligible for employment on the Project for a minimum of ninety (90) calendar days. The Contractor will pay for all dilute specimen re-tests of its employees. When an employee fails a drug or alcohol test, the employee will pay for all re-tests that follow that positive test.

8. The Contractor will notify the Contractors’ Representative and/or Substance Abuse Coordinator immediately when a craft employee is being tested for either “probable cause” or “post accident” purposes, refuses to comply with the Substance Abuse Policy and procedures, violates the “Firearms Prohibition” provision of the PLA or violates any local, state or federal law while on the Project site. A written statement as to the facts of each situation described above will be submitted to the Contractors’ Representative and/or Substance Abuse Coordinator within three (3) calendar days of the event.
REVISIONS OR AMENDMENTS

No revisions or amendments shall be made to this Program except with the written approval of the parties hereto. This Program shall be effective November 17, 1999, and shall remain in effect for the duration of the Project unless terminated or amended by mutual consent.

For The Signatory Unions: 
By __________________________

For Sound Transit: 
By __________________________
September 9, 1992

Jennifer Balliet, Business Representative
IIBW Local Union No. 46
2700 First Avenue
Seattle, Washington 98121

Dear Ms. Balliet:

Thank you for your letter dated January 31, in which you asked for a determination of whether or not the travel time you described is compensable.

Section 2.04 of the Contract W/F34-90, Volume 2A of 19, appears to clearly state that construction workers may not park their personal vehicles at the job site. That section further appears to state that contractors shall provide bus transportation from a staging area away from the job site.

If, and this appears to be the case, it goes to the benefit of the contractor to comply with this requirement by requiring workers to report to a designated staging area where they will be transported by bus to the work area, then the staging area would be considered the job site. The workers appear not to have an alternative way to get to the work area. For these reasons the time is compensable.

If you have any further questions, please do not hesitate to contact me at (206) 956-5310. Thank you for expressing your concerns and giving me the opportunity to respond.

Sincerely,

Greg T. Muwat
Employment Standards Manager
December 29, 1993

Valley Electric of Mount Vernon
Mr. Ernest Ward

Dutton Electric of Everett
Mr. Kim Dutton

Messrs. Ward and Dutton:

The department has completed a full investigation of several complaints related to the work being performed for METRO on the West Point Water Treatment Plant project. The complaints specifically address the compensability of the time involved in travel from a remote staging/parking area to the actual construction site.

The department’s investigation reveals the following facts:

1. The arrangement by which employees must assemble at the remote staging area “and ride a shuttle bus to the actual site” (approximately 4.8 miles from the actual site) is a requirement of the contract between Metro and all contractors working on the Treatment Plant.

2. Employees may not use any other means of reaching the actual construction site, they must ride the shuttle bus provided by the contractor and adhere to the schedule of that bus transportation.

3. The duration of the travel time is 10-15 minutes each way and is in addition to the eight 161 hour shift spent at the actual site.

The department believes that the travel time in question is compensable. Our analysis is as follows:

1. Chapter 49.46 RCW, the minimum wage act, clearly requires that an employee be compensated for all time worked at the agreed-to rate (regular rate) of pay. Further, time worked is defined as “all hours during which the employee is authorized or required by the employer to be at a prescribed work place.” [WAC 296-128-002(8)]. Finally, Washington Courts consider “whether such time is primarily spent for the employer’s or employee’s benefit...”
West Point Water Treatment Plant
December 29, 1993
Page 2

2. The travel time in question clearly accrues to the employee's benefit as it is based on a requirement of the contract with the awarding agency [METRO]. It is also clear to us that the employer is in full control of the employee's activity from the time that the employee's board the shuttle bus, even to the prescription of the time that boarding takes place.

3. Associated with an initial determination in this matter we need to address the possible application of the Portal-to-Portal Act (29 U.S.C. 251 et seq.) The department does not believe that this body of Federal Statute is appropriately applied in this case. We are interpreting Washington State Wage and Hour statutes in this instance; if the Legislature of this state had felt compelled to apply the principles of the Portal-to-Portal Act, they would have enacted analogous legislation, they have not done so. Further, all the contractors on this job pay some portion of the travel time thus establishing a practice of doing so; if the Portal-to-Portal Act did apply, which we dispute, it would allow for travel time payment based on practice.

The department hereby determines that the travel time in question is compensable. Further, as all work done on the West Point Water Treatment Plant is public work as defined in Chapter 39.12 RCW, the appropriate pay rates are the prevailing rates as determined by the Industrial Statistician. We would see all past and present employees who have worked on this project compensated for the travel time they have accrued and paid for all travel time accrued in the future.

Sincerely,

[Signature]

Greg Mowat
Program Manager
Employment Standards Division

cc: Joseph Brewer III, Acting Assistant Director
Bill Mirand, IBEW 48
Clyde Wilson, IUOE 302
James Kerlee, State Council of Carpenters
Debbie Cook, Meto
ATTACHMENT I

CONTRACTOR/SUBCONTRACTOR AGREEMENT TO BE BOUND

Contractor/Subcontractor has been awarded construction work within the scope of the Sounder Commuter and Link Light Rail PLA and hereby agrees to be bound by all its terms and conditions.

For the Contractor/Subcontractor:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

| Coordinator receipt | Date | Contract Number |

CONTACT ADDRESS:

PHONE NUMBER(S):
MEMORANDUM OF UNDERSTANDING

BETWEEN AND AMONG

Central Puget Sound Regional Transit Authority ("Sound Transit")

And

Washington State Building and Construction Trades Council, AFL-CIO

Seattle/King County Building and Construction Trades Council, AFL-CIO

Pierce County Building and Construction Trades Council, AFL-CIO

Northwest Washington County Building and Construction Trades, AFL-CIO

And

The undersigned participating Local Unions

WHEREAS, the Central Puget Sound Regional Transit Authority ("Sound Transit") and all the Unions signatory to the Sound Transit Central Puget Sound Regional Transit Authority Project Labor Agreement ("PLA") for the Construction of Sounder Commuter Rail Stations and Light Link Rail Projects, have had a longstanding commitment to the employment of apprentices by contractors working on the various Sound Transit Projects, and to the direct entry program established by the parties, and

WHEREAS, Sound Transit Resolution NO. R99-21 for the establishment of the PLA committed Sound Transit, the Contractors and all signatory Unions to the employment of Washington State Apprenticeship Council (SAC) registered apprentices and the utilization of the SAC-approved apprenticeship programs for the Sound Transit Program, and

WHEREAS, Sound Transit and the unions signatory to the PLA endorse the activities of the community pre-apprenticeship organizations within King, Pierce, and Snohomish Counties that are recruiting, assessing and preparing workers who are residents in King, Pierce, and Snohomish Counties for entry into SAC-approved apprenticeship training programs, and

WHEREAS, the undersigned participating Unions have undertaken to create a "preferred entry" pathway to SAC-approved apprenticeship training, and desire to call upon the resources of such community organizations as sources, among others, for apprenticeship candidates, and

Preferred Entry Memorandum of Understanding Between Sound Transit and State, Regional & County Building Trades Councils and Local Unions. Aug. 29, 2009.
WHEREAS, the purpose of the Preferred Entry Program is to facilitate a workforce reflective of the Sound Transit region; supporting the goals of workforce inclusiveness in Sound Transit Resolution No. R99-21, and

WHEREAS, Sound Transit and the Unions signatory to the PLA wish to establish standards facilitating such Preferred Entry Program, in conjunction with community-based organizations associated with construction workforce development, and

WHEREAS, the Preferred Entry Program will emphasize apprenticeship opportunities for minorities, women, disadvantaged workers, and veterans from the communities in the Sound Transit region which are impacted by Sound Transit construction.

NOW, THEREFORE, the Parties to this Memorandum of Understanding agree to the following mutual commitments:

1. This Memorandum of Understanding is directly related to newly adopted program for "Pre-Apprenticeship Entry" in support of the foregoing commitments by the parties and as reflected in Article 7, Apprenticeship, and Article 8, Pre-Apprentice Training Program in the PLA.

2. The parties agree to work in cooperation to provide pre-qualified applicants access to apprenticeship opportunities generated by the construction contracts under the Sound Transit PLA. The identification and selection of qualified applicants shall include Sound Transit, individual contractors where candidates have been proposed by such contractors and the individual apprenticeship program's designated representative. The final selection decision will be the responsibility of the applicable Joint Apprenticeship Training Committee (JATC)

3. The parties agree that given the apprenticeship utilization goal of 20% on the Sound Transit projects, the goal for Preferred Entry Apprentices shall be one (1) of each five (5) of those apprentices.

4. The parties agree to extend employment to the Preferred Entry Apprentices on the Sound Transit PLA contracts, which employment shall be guaranteed as follows:

   a. If employed by Prime Contractors — for a minimum period of six months or 1000 hours, whichever is greater.
   b. If employed by Sub Contractors — for three months or 500 hours, whichever is greater.

5. Preferred Entry Apprentices may be terminated for disciplinary reasons by the employer/contractor or by the individual apprenticeship program. Termination shall be documented and, if made by the employer/contractor, shall be subject to review under the Disputes and Grievances procedure of Article 17, Grievance Procedure, of

Preferred Entry Memorandum of Understanding Between Sound Transit and State, Regional & County Building Trades Councils and Local Unions. Aug. 29, 2009.
the PLA. If the termination is by the apprenticeship program, any dispute will be resolved under the Apprenticeship Program’s internal procedures for addressing apprenticeship rights.

6. In support of the recruitment and screening processes, the Parties recognize the location of projects within King, Pierce, and Snohomish Counties and desire to facilitate the entry of residents of King, Pierce, and Snohomish Counties into the building and construction trades through the pathway of apprenticeship.

7. The Unions agree to coordinate with various pre-apprenticeship organizations within King, Pierce, and Snohomish Counties. Pre-apprenticeship organizations will serve as resources for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs of minorities, women, disadvantaged workers, and veterans identified through the “Helmets to Hardhats” program, within King, Pierce, and Snohomish Counties.

8. This Memorandum of Understanding shall be governed by the laws of the State of Washington and the venue for any action between or among the parties shall be in King County.

9. The signature page of this Memorandum of Understanding may be executed in any number of counterparts, each of which shall be an original.

10. Any party may terminate this Memorandum of Understanding in the event one or more of the other parties fails to perform its obligations as described in this Memorandum of Understanding, and such failure has not been corrected to the reasonable satisfaction of the terminating party within 30 days after notice of breach has been provided to all parties.
ENTERED INTO ON THIS TWENTY-NINTH DAY OF AUGUST 2009.

For Sound Transit
Joni Earl, CEO

For Washington State Building and Construction Trades Council, AFL-CIO
Dave Johnson, Executive Secretary

For Seattle/King County Building and Construction Trades Council, AFL-CIO
Lee J. Newgent, Executive Secretary

For Pierce County Building and Construction Trades Council, AFL-CIO
Mark Martinez

For Northwest Washington County Building and Construction Trades, AFL-CIO
Todd Taylor, Executive Secretary

(Union Name & Local Number) (Signature)

(Union Name & Local Number) (Signature)

(Union Name & Local Number) (Signature)

(Union Name & Local Number) (Signature)

(Union Name & Local Number) (Signature)

Preferred Entry Memorandum of Understanding Between Sound Transit and State, Regional & County Building Trades Councils and Local Unions. Aug. 29, 2009.
ATTACHMENT C – SUBSTANCE ABUSE PREVENTION PROGRAM

[Supersedes PLA Substance Abuse Program outlined in Attachment G of the PLA]

1. Purpose and Intent

The intention of this Program is to establish the Project as a drug- and alcohol-free workplace in order to assure safe and productive working conditions with due regard for the personal privacy interests of Project employees. It is not the intention of the parties that any Contractor intrudes on off-duty activities of Project employees away from the Project site unless those activities have a job-related impact. The circumstances permitting controlled substance and alcohol testing in this Program have been carefully defined and intentionally restricted.

2. Substance Abuse Prevention Program Development, Compliance and Guidelines

Beginning with the pre-construction submittals, the Contractor will develop a Substance Abuse Prevention Program for submittal, review and acceptance by Sound Transit. The Contractor shall refer to 49 CFR Part 40 for standards and guidelines for developing, implementing and operating its Substance Abuse Prevention Program. Sound Transit’s acceptance of Contractor’s Program shall in no way relieve Contractor from its other obligations under this Attachment C, under the Project Labor Agreement or under the Labor Compliance Manual.

3. Negotiation of a Master Agreement between the Contractor and Substance Abuse Program Administrators

The Contractor shall negotiate a Master Agreement with each of the Sound Transit-approved Substance Abuse Program Administrators (Administrators) to administer the substance abuse prevention program and testing services for the entire labor force identified as covered employees under the Sound Transit Project Labor Agreement (PLA). The Master Agreement between the Contractor and each of the Administrators will establish the parameters of the services, unit prices for testing services, and protocols that will be followed by the Prime Contractors and their subcontractors. Under the terms of the Master Agreements, the Prime Contractor and their subcontractors shall utilize either one or both of the Sound Transit-approved Administrators, at each firm’s (the Prime and each subcontractor) election, to whom their dispatched covered employees will report for substance abuse collection and testing. The Master Agreements shall be substantially in the form of the sample Master Agreement provided at the end of this Attachment C. The services provided to each firm (the Prime and each subcontractor) will be performed under separate service agreements pursuant to the Master Agreement, for purposes of invoicing each firm separately.

4. General Testing Requirements

In accordance with provisions specified in Attachment C of this Labor Compliance Manual, all applicants to become covered employees shall be initially tested prior to reporting to work, and covered employees shall be subsequently tested at random, and, as the situation warrants, shall be subject to reasonable cause testing and post-accident testing. Neither the Contractor, nor any of its subcontractors, will accept an employee applicant as eligible for employment without being provided information from the Administrator or the SAMHSA-certified laboratory that the applicant has tested negative for substance and alcohol abuse.
The substance abuse prevention program and testing services shall apply to all applicants to become covered employees (for pre-employment testing), and the covered employees of the Contractor and all of its subcontractors.

All testing performed in accordance with this substance abuse prevention program (pre-employment, post-accident, random, return to work, etc) shall be performed only by the Sound Transit approved Administrators for breathalyzer tests, or the SAMHSA-certified laboratory for substance abuse tests, as applicable.

5. Record-keeping and Reporting

It is the intent of Sound Transit to develop and implement a central database for keeping test records that is accessible to all Administrators. Until that time, Administrators are to maintain a database of substance and alcohol tests on behalf of the Contractor.

The Administrator, on behalf of the Contractor, will add substance abuse test information and updates to a record keeping system approved by Sound Transit within 24 hours of receipt of such test information. The Administrator, on behalf of the Contractor, shall notify Sound Transit by fax or email of each non-negative test within 4 hours of receipt of such non-negative test information.

The Administrator, on behalf of the Contractor, shall submit to Sound Transit, on a monthly basis, a substance abuse testing log which documents all individuals who were tested, the type of test(s) conducted (e.g., controlled substance, drug, adulterant or breath alcohol), date of tests, and the test outcomes (eligible to report for work or ineligible to report for work) in a standardized format provided by Sound Transit. The Administrator, on behalf of the Contractor, shall also maintain records of all individuals tested with quantitative results that shall be made available to Sound Transit representatives during safety inspections, audits or surveillance. The list of individuals tested shall be made available to Sound Transit Safety and Quality Assurance personnel upon request. Sound Transit Safety and Quality Assurance personnel will report information on individuals tested only on a need to know basis at the discretion of Sound Transit.

6. General Prohibitions, Requirements, Minimum Penalties and Subsequent Eligibility for Violation of Policies

Unauthorized use, possession or sale of controlled substances or alcohol on the Project is prohibited. Persons who violate this rule or who are convicted for selling, using, or possessing controlled substances off the job will not be permitted to work on the Project. Applicants for Project employment will be subject to pre-employment controlled substance, drug, alcohol and adulterant testing. Thereafter, employees will be subject to reasonable cause, post-accident, random and return-to-work testing for the presence of controlled substances, drugs, alcohol or adulterants in their systems.

Employees who report for work with drugs, alcohol, adulterants or unauthorized controlled substances in their system will not be permitted to remain on the Project. Employees who violate the substance abuse policy and applicants who fail the pre-employment testing, will be denied employment and will not be eligible for reassignment to any Contractor/Subcontractor on the Project until a period of not less than ninety (90) calendar days has passed and the employee/applicant has successfully completed a Contractor-approved counseling or rehabilitation program, at the employee's expense. The counseling and rehabilitation programs must be certified by the Washington Department of Social and Health Services (DSHS) under the requirements of WAC 388-805. The Contractor also may include counseling or rehabilitation programs recommended by the Administrator or
representatives of the Building Trades, if those programs are also certified by DSHS under WAC 388-805.

An employee/applicant will be deemed to have "successfully completed" a Contractor-approved counseling or rehabilitation program when the Contractor is provided written documentation from the approved agency/organization that the employee/applicant has met all of the Program requirements. Such employees/applicants shall be subject to pre-employment, random and periodic controlled substance, drug, adulterant or alcohol testing thereafter at the direction of the Contractor/employer or Sound Transit for up to one year.

7. Contractor Assurance of a Drug-Free Workplace, Program and Testing Services by Sound Transit-Approved Administrators and SAMHSA Laboratories

The Contractor shall assure a drug-free workplace by implementation of a substance abuse program that meets or exceeds requirements that are contained in the Labor Compliance Manual, and complies with all applicable federal and state laws. Documentation of the Contractor's program and evidence of testing shall be maintained by the Contractor and provided to Sound Transit for review and inspection upon request.

All substance abuse prevention program and testing services will be administered through vendors pre-approved (Administrators) by Sound Transit. Breath Alcohol Testing will be administered by the pre-approved firms (Administrators) or their designees. Laboratory testing will be conducted only by laboratories approved by the Substance Abuse and Mental Health Services Administration ("SAMHSA") (formerly the National Institute of Drug Abuse, or "NIDA") in accordance with the Mandatory Guidelines for Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended.

8. Controlled Substances and Drug and Alcohol Abuse

a. CONTROLLED SUBSTANCES

For purposes of this Program, "controlled substances" shall include any illegal drugs, such as cocaine, marijuana, opiates, phencyclidine (PCP) and/or amphetamines, which may alter or affect an individual's motor functions or mental capacity. The schedule of controlled substances for which testing will be performed on this Project and their threshold levels are listed herein. This list and the threshold levels shall be updated periodically to reflect SAMHSA and industry threshold changes.

b. PRESCRIPTION AND OVER-THE-COUNTER MEDICATION ABUSE

Abuse of a drug or medication 1) prescribed by a duly licensed health care provider, 2) over-the-counter drug or medication, 3) health supplement or 4) designer and synthetic drug, which may alter or affect an individual's motor function or mental capacity, is prohibited. The abuse of the drug or medication will be treated for the purposes of this Program as a controlled substance.

Employees may maintain on Project site prescription and over-the-counter medications provided:

1) The prescription is written by a licensed health care provider for current use by the person in its possession and the medication is in its original container and in the employee's name.

2) Employees must not consume prescribed or over-the-counter medications more often or in greater dosages than as prescribed by the employee's health care provider or in accordance with the instructions provided with the medication,
and they must not allow any other person to consume the prescribed medication.

3) The medication label does not advise that the medication may affect motor function or mental capacity, and does not advise against operating cars, other motor vehicles or machinery while taking the medication.

Where an employee has been informed that the medication could cause adverse side effects while working or where the medication, either prescribed or over-the-counter, indicates such a warning, the employee must inform its employer prior to using such substances on the job. The use of a medication prescribed by a licensed health care provider for the individual employee is permitted, provided that it will not affect work performance. However, the employer at all times reserves the right to have a licensed health care professional (e.g. licensed prescribing physician, licensed pharmacist) determine if use of a prescription medication by an employee may produce effects which may increase the risk of injury to the employee or others, or damage to the Work while working. If such a finding is made, the Contractor may check with the prescribing health care professional (with permission of the employee) to see if substitute medications are available which would not seriously affect the employee’s ability to work safely. If appropriate substitute medication is not available, the employer will have the option to 1) allow the employee to continue working at its assigned task, if the medication will not cause a potential safety risk to the employee, others or the Work; 2) reassign the employee to a task such that there is not a potential safety risk to the employee, others or the Work; or 3) if no such appropriate task is available for this employee, then relieve the employee of duties until such time as the employee no longer requires that medication.

Any covered employee who tests positive for a prescribed medication or whose work site performance or behavior has been impaired or affected by the use of a prescribed or over-the-counter medication will be found in violation of this Agreement unless proper notice has been given as required by the previous paragraph.

c. ADULTERATED, SUBSTITUTED OR DILUTE SPECIMENS

This Substance Abuse Prevention Policy will adhere to guidelines established in SAMHSA Public Document 035 dated September 28, 1998 as currently revised, for determining the validity of a specimen.

An employee/applicant, submitting a specimen for which an approved testing laboratory reports the existence of an “adulterant”, “interfering substance” and/or “masking agent” or the sample is identified as a “substituted specimen”, will be deemed in violation of this Agreement and will be processed as if the test result were positive. Those employees/applicants for whom the testing laboratory reports an “adulterated”, “interfering substance”, “masking agent” or “substituted” specimen will be prohibited from the Project for not less than ninety (90) calendar days and the employee/applicant will be required to successfully complete a Contractor-approved rehabilitation program.

The guideline issued in PD 035, in the SAMHSA September 28, 1998 memo as currently revised, uses the reporting protocols for:

Adulterated Specimen

Substituted Specimen

Dilute Tests: Specimens identified by the testing laboratory as dilute will require the employee/applicant to be retested. A second consecutive retest indicating a dilute specimen will require the employee/applicant to be prohibited from working on
the Project for a minimum of ninety (90) calendar days. Refusal to retest or noncompliance with drug testing procedures will result in the employee being prohibited from working on the Project for at least ninety (90) calendar days. In all instances, such employee will not be allowed work on the Project until he has successfully completed a drug and alcohol test.

d. ALCOHOL

The unauthorized use, possession or sale of alcohol on the project site is prohibited. Testing of job applicants and employees for alcohol use shall be by breathalyzer by the Administrator or its designee, who shall conduct such breathalyzer test in accordance with Washington State Law.

Anyone who registers 0.04 or higher on the Breath Alcohol Test (BAT) is considered to be an abuser of alcohol, and will be removed immediately from the job site and barred from re-employment or renewal of employment for a minimum of 90 calendar days.

Employees, who have a BAT between 0.02 and 0.039, shall be removed from duty for a minimum of 8 hours and will only be eligible for work when a BAT re-test indicates a level below 0.02. This standard shall apply to random, post-accident and reasonable cause BAT testing for active employees.

9. Testing Requirements for Employee Applicants and Employees

Refusal on the part of any applicant or employee to comply with the testing procedure will disqualify the applicant or employee from consideration for continued employment on the Project for not less than ninety (90) calendar days.

a. JOB APPLICANTS

The special circumstances of the Project, including its unique construction activities and working conditions, warrant special assurances that all PLA-covered Contractor and Subcontractor personnel are certified as alcohol- and drug-free before they are eligible for regular employment. All offers of employment for Project positions will be conditional until the applicant has satisfactorily completed a controlled substance and alcohol test and the negative test results are received. Specimens will be collected during in-processing by the Administrator at their designated location prior to, but not more than twenty-four (24) hours prior to the commencement of any work on the Project. Applicants will be on the clock for all time spent in-processing, including specimen collection, with a minimum of four (4) hours paid show-up time.

Applicants for Project positions will be permitted conditional access to the Project pending receipt of final test results. Employees granted conditional access to the Project are not allowed to perform any safety sensitive functions (i.e., operating vehicles, heavy equipment, power tools or other dangerous instrumentalities, or dangerous working conditions) until negative test results are received. If test results are confirmed positive for controlled substances without a valid prescription, drug, alcohol or adulterants, the employee will be barred from the Project immediately. Such employees will be paid for all time worked. An employee/applicant with a confirmed positive test may request a copy of the test result(s) from the Administrator’s Medical Review Officer.

Any employee-applicant so barred will not be eligible for reapplication for employment on the Project until a period of not less than ninety (90) calendar days has passed and the employee has successfully completed a Contractor-approved counseling or rehabilitation program, at the employee’s expense. Such employees will be re-tested for substance and
alcohol abuse and periodically tested in the same manner as provided in Section 10, for re-employment and renewal of eligibility.

Only employee/applicants, who have a Breath Alcohol Test level below 0.02, will be eligible for work.

b. ACTIVE EMPLOYEES

All covered employees are subject to a controlled substance or alcohol test while on the job or in a job status (such as on Contractor- or Owner-provided transportation) for the following reasons:

H. Reasonable Cause Testing: An employee will be tested for reasonable cause when specific, reliable objective facts and circumstances are sufficient to warrant a prudent person to believe that the employee more probably than not may have used a controlled substance or alcohol as evidenced by work performance, behavior, odor or appearance while on the job site. If reasonable cause results from an observation, the observation must be confirmed by a second member of on-site supervision, and those on-site representatives will endeavor to consult with the prime Contractor's Safety Representative or designee. The Contractor will notify Sound Transit within one (1) working day of directing the employee to obtain a drug and alcohol test for a reasonable cause.

B. Post-Accident Testing: Any employee who is involved in an accident in the course of job duties which involved use of vehicles, heavy equipment, power tools or other dangerous instrumentalities or working conditions and which resulted in injury or property damage may be tested in cases where the designated Contractor safety representative or designee or Sound Transit concludes that:

1) The accident was caused by human error or could have been avoided by reasonably alert action; and

2) The employee to be tested was an active participant in the accident circumstances; and

3) Use of a controlled substance or alcohol or abuse of a prescription or over-the-counter drug cannot be discounted as a contributing factor.

Any employee directed to obtain a post-accident test shall be entitled to request the presence of a Union steward in pre-test meetings with Contractor management, provided a Union steward is readily available and the circumstances allow. The Contractor will notify Sound Transit within one (1) working day of directing the employee to obtain a drug and alcohol test following an accident.

C. Random Testing: The Contractor will conduct periodic random testing of regular employees for controlled substances and alcohol. Employees will be selected for testing by lottery, which will be administered by the by the Administrator on behalf of the Contractor and its Subcontractors. Up to fifty percent (50%) of regular employees will be randomly tested annually. Such testing will be in addition to any other testing permitted by this Agreement.

D. Return-To-Work Testing: As a condition of returning to work, an employee who has received a positive drug, adulterant or alcohol test for work on the Project and who seeks to return to work on the Project after successfully completing all Program requirements, must consent and submit to periodic testing for up to one (1) year from his/her return at the direction of the Contractor. These tests are in addition to any reasonable cause, post-accident and random testing requirements.
10. Active Employees Removal from Duty and Re-Employment (and Renewal)

Eligibility

Employees removed from duty for reasonable cause and post-accident testing will remain off duty until test results are received. If the employee's tests are negative, the employee will be reinstated with full back pay for lost time. Employees required to present for random testing will remain on duty unless and until the employee tests positively for a controlled substance and/or alcohol.

If the employee tests positively, the employee will be barred from the Project effective the date and time of the specimen collection. Any employee so barred will not be eligible for reemployment on the Project until a period of not less than ninety (90) calendar days has passed and the employee has successfully completed a Contractor-approved counseling or rehabilitation program, at the employee’s expense. Before being rehired, any such employee must provide documentation of successful completion of the counseling or rehabilitation program to the Administrator on behalf of the Contractor, and must satisfactorily complete and receive a negative result from a drug and alcohol test, at the employee’s expense. Such employees will be required to submit to periodic controlled substance and alcohol testing at the Contractor’s or Sound Transit’s direction, for up to one (1) year after they return to the Project. Any costs associated with the periodic testing will be the responsibility of the employee. The employee’s consent to such periodic testing, which shall be conducted in addition to reasonable cause and random testing, is a condition of reemployment.

The preceding paragraph also applies to job applicants who have been barred from the project for testing positive for substance or alcohol abuse.

11. Conviction for Selling, Using, Manufacturing or Possessing a Controlled Substance

Any employee/applicant convicted of selling, using, manufacturing or possessing a controlled substance in any court of law will notify its employer, or the Administrator on their behalf, within one (1) working day of the conviction. The conviction will be treated as a positive test result and the employee/applicant will be held to the same requirements set for this violation. Failure of an employee/applicant to report a conviction to its employer may lead to prohibition from the Project for up to one (1) year.

12. Collection Procedures

An employee/applicant dispatched to the Project will report to the Administrator or the Administrator’s collection agent for collection of a urine specimen and breathalyzer test. An employee/applicant presenting himself or herself at a Administrator-approved urine specimen collection and breath alcohol testing location (on behalf of its employer/ potential employer) must have a minimum of one piece of government-issued photo identification such as a current driver's license, passport, Native American Tribal ID card, Permanent Resident Card, picture ID from a city, county or State (not a company or union photo ID), and may not leave the collection site for any reason - unless authorized by the collection agency – until employee/applicant has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee/applicant being classified as “refusing to test” and being prohibited from working on the Project for a minimum of ninety (90) calendar days from the date of the scheduled test.

All breathalyzer tests shall be conducted immediately upon the employee/applicant’s presentation for the test.
The urine specimen will be divided into a split sample in the presence of the employee/applicant. Urine specimens shall be collected in such a manner as to give the employee/applicant as much privacy as possible without degrading the reliability of the test.

An employee/applicant undergoing urine testing will be given a maximum of three (3) hours at the collection site to produce a valid specimen. Failure to produce a valid specimen constituting no less than 45ml of urine in one void within this time frame or to submit to the breathalyzer test will result in the employee/applicant being considered as "refusing to test" and the employee/applicant will be prohibited from working on the project for not less than ninety (90) calendar days and until the employee/applicant successfully passes an approved drug and alcohol test.

An employee/applicant who cannot produce a valid specimen within the three (3) hour time frame may contact the Medical Review Officer (MRO) for review of his/her circumstance. The MRO may refer the employee/applicant for a medical evaluation to a physician designated by the MRO to determine if there is a valid medical reason that would prevent the employee/applicant from providing a sufficient specimen. If the MRO finds documented evidence of a valid medical reason for failing to provide a sufficient specimen, the MRO may authorize the employee/applicant to present himself or herself for a new collection. The employee/applicant is responsible for all expenses pertaining to the medical evaluation. The Contractor (or Subcontractor as applicable) to whom the employee/applicant is dispatched will be responsible for the expenses related to the new collection and drug and alcohol test.

13. Testing Procedures

Testing procedures, including controlled substances to be tested, specimen collection, chain of custody, and threshold and confirmation test levels shall comport with the Mandatory Guidelines for Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended and the Federal Motor Carrier Safety Act regulations, where applicable. Controlled substance tests shall be conducted only by laboratories licensed and approved by SAMHSA, which comply with the American Occupational Medical Association (AOMA) ethical standards. Controlled substance tests shall be by urinalysis and shall consist of two procedures conducted by SAMHSA certified laboratories: a screen test (EMIT or equivalent) and, if that is positive, a confirmation test (GC/MS or equivalent).

Alcohol tests shall be by breathalyzer to be administered by the Administrator or the Administrator's testing agent. Alcohol breathalyzer tests will be conducted under procedures consistent with Washington State law.

14. MRO Test Results Review

Any positive test for controlled substances, alcohol or an adulterant shall be reported to a Medical Review Officer (MRO). The Medical Review Officer shall review the test results and any disclosure made by the employee/applicant and shall attempt to interview the employee/applicant to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive. The MRO will make good faith efforts to contact the employee/applicant, but failing to make contact within two (2) working days may deem the employee/applicant’s result a “lab positive”. After the issuance of a lab positive, the employee/applicant will be barred from the Project unless the employee/applicant makes contact with the MRO and the MRO sends the employer/potential employer a written confirmation of its determination of a negative result.
If the MRO declares the test positive or adulterated, notification of employment ineligibility shall be provided, in writing, to the employer/potential employer. The employer shall keep test results in confidence. With the exception of reporting employment ineligibility to Sound Transit and to an official Union Representative based on the employee/applicant consent and authorization form, limited notification will be provided to other interested parties by the employer solely reporting that the employee is "ineligible" for further employment. The Administrator will report quantitative test results to Sound Transit. In the event that the Administrator provides the quantitive test results to the Union at its specific request, the Union shall keep the test results in confidence and only use the results to determine the eligibility of the member to be re-dispatched to the Project. If written notification of ineligibility is required, the employer will state that the employee is "in violation of the Sound Transit Link Light Rail and Sounder Commuter Rail Project PLA Policy".

15. Consent Forms

Employees/Applicants must execute a written consent form, using the form attached, to consent to the test and authorizing the Administrator on behalf of the employer/potential employer to release the report of employment eligibility to Sound Transit (as a part of the Contractor's requirement to provide a monthly report), and to the affected Union and, in addition, release the quantitative test results to the Union Representative, if it requests them, and to Sound Transit. Failure to sign the appropriate consent form will result in the employee or applicant being barred from the Project for not less than ninety (90) calendar days.

16. Employee Assistance Programs

The Contractor will develop an “approved” list of counseling and rehabilitation programs to be used by employees/applicants who test positively for controlled substances, drugs, alcohol or adulterants. The counseling and rehabilitation programs must be certified by the Washington Department of Social and Health Services under the requirements of WAC 388-805. The cost of counseling and rehabilitation will be the responsibility of the employee/applicant.
## SUBSTANCE ABUSE PREVENTION AND DETECTION
### THRESHOLD LEVELS ***

<table>
<thead>
<tr>
<th>CONTROLLED SUBSTANCE*</th>
<th>SCREENING METHOD</th>
<th>SCREENING LEVEL**</th>
<th>CONFIRMATION METHOD</th>
<th>CONFIRMATION LEVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphetamines</td>
<td>EMIT</td>
<td>1000 ng/ml**</td>
<td>GC/MS</td>
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</tr>
<tr>
<td>Barbiturates</td>
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<td>Benzodiazepines</td>
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<td>Cocaine</td>
<td>EMIT</td>
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<td>Methadone</td>
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<td>EMIT</td>
<td>25 ng/ml**</td>
<td>GC/MS</td>
<td>25 ng/ml**</td>
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<tr>
<td>THC (Marijuana)</td>
<td>EMIT</td>
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<td>GC/MS</td>
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<td>Propoxyphene</td>
<td>EMIT</td>
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<td>Alcohol</td>
<td>Breathalyzer</td>
<td>.04 Percent</td>
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* All controlled substances including their metabolite components

** SAMHSA specified threshold

*** SAMHSA Thresholds prior to revisions to the Mandatory Guidelines for Federal Workplace Drug Testing Programs, issued November 25, 2008, and anticipated to become effective on October 1, 2010.

A sample reported positive contains the indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level. Testing levels may be changed to meet SAMSHA or revised industry standards.

EMIT – Enzyme immunoassay

GC/MS – Gas Chromatography/Mass Spectrometry
### REVISED SUBSTANCE ABUSE PREVENTION AND DETECTION THRESHOLD LEVELS ***

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SOUND TRANSIT LINK LIGHT RAIL AND SOUNDER COMMUTER RAIL
SUBSTANCE ABUSE PREVENTION PROGRAM
CONSENT FORM

Contractor: ____________________________  Contract Name/Number: ____________________________

Employee Acknowledgment/Authorization

I am familiar with my obligations under the Sound Transit Link Light Rail and Sounder Commuter Rail Project Substance Abuse Prevention Program. I also understand that the Program specifically requires that:

- Use, possession or sale of controlled substances or alcohol at the Project site is prohibited.
- Violation of this rule, or conviction for selling, using or possessing controlled substances on or off the Project, will cause me to be barred from the Project.
- Use of prescribed or over-the-counter medication is permitted if it will not affect work performance.
- If a prescribed or over-the-counter medication with a label advising that the medication should not be used while operating machinery, operating a vehicle or otherwise cause impairment, I must notify my Contractor (or Subcontractor)-employer prior to using such substances on the job.
- I must submit to screening/testing for controlled substances, adulterants and alcohol as requested by the Contractor (or Subcontractor) in accordance with the terms of the Program.
- The presence of one or more of a controlled substance, adulterant or alcohol in my system at or above the defined threshold levels will result in ineligibility for employment or termination of employment, and ineligibility for subsequent employment or reemployment for at least ninety (90) calendar days.
- If ineligible for employment or terminated for failing a controlled substance, adulterant or alcohol test, as a condition for subsequent employment or reemployment, I will be required to complete a Contractor-approved counseling or rehabilitation program and to agree to re-employment testing and to periodic testing at the Contractor's, or Sound Transit's direction, at my expense.
- My submission of an adulterated, substituted or diluted specimen, or my refusal to submit to the alcohol and controlled substances screening tests required by this Program will subject me to all disciplinary procedures and/or prohibitions provided in the Program.
- If I am employed, my refusal to submit to such testing will result in immediate termination of employment.

I authorize the release of all test outcomes (eligible / ineligible for employment) to Sound Transit, and to the appropriate Union Representative. In addition, I authorize the release of my quantitative test results to the appropriate Union Representative, at its request, and to Sound Transit.

I am signing this acknowledgment/authorization voluntarily with full knowledge and understanding of the Sound Transit Link Light Rail and Sounder Commuter Rail Project Substance Abuse Prevention Program and I agree to be bound by its terms.

Employee Name (Print): _______________________________   Male____  Female____
Employee Signature: __________________________________ Last 4 SSN#'s________
Employee Start Date:  _____________________________  EEO: _______________
Contractor Name/Prime Name (if different):_____________________________________
Craft____________Dispatch Union Local#________ Journeylevel____
Apprentice_____  SAC I.D. #________________
Sample
MASTER AGREEMENT for
Substance Abuse Prevention Program and Testing Services
on the
“Name of Sound Transit Contract and Sound Transit Contract Number”
Between
“Name of Contractor”
&
“Name of Sound Transit-approved Substance Abuse Program Administrator”

Purpose
“Name of Contractor” and “Name of Sound Transit-approved Substance Abuse Program Administrator” (Administrator) have entered into this agreement to provide substance abuse prevention program and testing services in accordance with the terms specified in Attachment C, Substance Abuse Prevention Program, of the Labor Compliance Manual for the “Name of Sound Transit Contract and Sound Transit Contract Number” (Project). The services provided by the Administrator will be to assist the Contractor in assuring that the Contractor has maintained, to the best of its ability and with due diligence, a drug-free workplace for all employees covered under the Sound Transit Project Labor Agreement (PLA) and assigned to work on this Project, regardless of their direct employment relationship with the Contractor or any of its subcontractors.

The Administrator must retain its approval from Sound Transit to perform the services under this Master Agreement.

Services to be provided to Contractor and Subcontractors (In accordance with Attachment C)
The Administrator shall maintain records of all project employee/applicants tested for substance abuse and alcohol-abuse. The Administrator shall provide testing logs in accordance with Attachment C, to assist the Contractor in establishing a Project-wide random substance abuse and alcohol abuse testing program of all covered employees deemed eligible to work on the project (testing negative for substance abuse and alcohol abuse); and in identifying applicants who were determined to be ineligible for employment (testing and confirmed positive for substance abuse or alcohol abuse) and therefore ineligible for dispatch and testing for a period of not less than ninety (90) days and requiring participation in employee assistance programs as a condition of potential employment.

Job Applicants
In accordance with Attachment C of the Labor Compliance Manual, Substance Abuse Prevention Program (Attachment C), the Contractor and all of its subcontractors will direct all of their dispatched employee/applicants covered under the Sound Transit PLA to report to an Administrator’s collection and testing designee prior to reporting to the Project site for work. If there is more than one Administrator that has been approved by Sound Transit, the employer shall determine for itself which administrator shall be used for the employees it requests for dispatch.
The Administrator or their designated agent shall collect urine samples for substance abuse testing by their SAMHSA-certified laboratory, and the Administrator or their designated agent shall, at that time, administer the Breathalyzer test for alcohol-abuse testing. All test protocols shall be followed in accordance with Attachment C of the Labor Compliance Manual.

Random Testing

As a means of ensuring that all covered employees remain drug and alcohol free and eligible for continued employment on the project, the Contractor and the Administrator(s) shall jointly develop and implement a program for random substance and alcohol testing of project employees regardless of their direct employment by the Contractor or its subcontractors. The Contractor shall then determine which of the Administrators will operate the Random Testing program on behalf of the Contractor.

Reasonable Cause Testing

The Contractor and the Administrator(s) shall jointly develop and implement a program for reasonable cause substance and alcohol testing of project employees regardless of their direct employment by the Contractor or its subcontractors. The Contractor shall then determine on a case-by-case basis which of the Administrators will conduct the reasonable cause test of the employee on behalf of the Contractor or Sound Transit in accordance with Attachment C.

Post-Accident Testing

The Contractor and the Administrator(s) shall jointly develop and implement a program for post-accident substance and alcohol testing of project employees regardless of their direct employment by the Contractor or its subcontractors. The Contractor shall determine on a case-by-case basis which of the Administrators will conduct the post-accident test on the employee on behalf of the Contractor or Sound Transit in accordance with Attachment C.

Return-to-Work Testing

The Contractor and the Administrator(s) shall jointly develop and implement a program for return-to-work substance and alcohol testing of project employee/applicants who previously were determined ineligible because of prior testing, regardless of their direct employment by the Contractor or its subcontractors. The Contractor shall determine on a case-by-case basis which of the Administrators will conduct the return-to-work test on the employee on behalf of the Contractor in accordance with Attachment C. Those employee-applicants who are eligible as a result of return-to-work testing will be periodically tested by the assigned Administrator for up to one(1) year from his/her return at the direction of the Contractor/employer or Sound Transit. Periodic return-to-work testing shall be in addition to any random, reasonable cause, and post-accident testing requirements developed by the Contractor and the Administrator(s).

Pricing

The Contractor and each of the Administrator(s) shall negotiate a unit pricing structure that will be applicable for the testing services and administrative costs associated with each test. Those unit costs shall include the cost for:

Substance Abuse Testing: Collection, laboratory testing, and Medical Review Officer (MRO) services, and reporting results consistent with the prices that were provided by the Administrators to Sound Transit in seeking to become an approved Sound Transit Administrator. Unit Prices shall be specified to include prices for Job
Entry Testing; Reasonable Cause Testing; Post Accident Testing; Random Testing; Return-to-Work Testing; and Blind Proficiency Samples.

Breathe Alcohol Testing: Administering the tests and reporting results.

Contractor and each Administrator shall negotiate other administrative costs based on the services that are desired and determine whom shall be responsible for payment of and receive invoices for such costs.

**Invoicing**

Based on the pricing structure, the Administrator(s) shall develop an invoicing system to allocate the services and tests among the firms (Contractor and the Subcontractors) based on the firm’s requesting services.
September 9, 1992

Jennifer Balliet, Business representative
IBEW Local Union No. 46
2700 First Avenue
Seattle, Washington 98121

Dear Ms. Balliet:

Thank you for your letter dated January 31, in which you asked for a determination of whether or not the travel time you described is compensable.

Section 2.03 of the Contract W/F34-90, Volume 2A of 19, appears to clearly state that construction workers may not park their personal vehicles at the job site. That section further appears to state that contractors shall provide bus transportation from a staging area away from the job site.

If, and this appears to be the case, it goes to the benefit of the contractor to comply with this requirement by requiring workers to report to a designated staging area where they will be transported by bus to the work area, then the staging area would be considered the job site. The workers appear not to have an alternative way to get to the work area. For these reasons the time is compensable.

If you have any further questions, please do not hesitate to contact me at (206) 956-5310. Thank you for expressing your concerns and giving me the opportunity to respond.

Sincerely,

Greg Muwat
Greg T. Muwat,
Employment Standards Manager
December 29, 1993

Valley Electric of Mount Vernon
Mr. Ernest Ward

Dutton Electric of Everett
Mr. Kim Dutton

Messrs Ward and Dutton:

The department has completed a full investigation of several complaints related to the work being performed for METRO on the West Point Water Treatment Plant project. The complaints specifically address the compensability of the time involved in travel from a remote staging/parking area to the actual construction site.

The department’s investigation reveals the following facts:

1. The arrangement by which employees must assemble at the remote staging area “and ride a shuttle bus to the actual site” [approximately 4.8 miles from the actual site] is a requirement of the contract between Metro and all contractors working on the Treatment Plant.

2. Employees may not use any other means of reaching the actual construction site, they must ride the shuttle bus provided by the contractor and adhere to the schedule of that bus transportation.

3. The duration of the travel time is 10-15 minutes each way and is in addition to the eight [8] hour shift spent at the actual site.

The department believes that the travel time in question is compensable. Our analysis is as follows:

1. Chapter 49.48 RCW, the minimum wage act, clearly requires that an employee be compensated for all time worked at the agreed-to rate [regular rate] of pay. Further, time worked is defined as “all hours during which the employee is authorized or required by the employer to be at a prescribed work place.” [WAC 296-128-002[8]]. Finally, Washington Courts consider "whether such time is primarily spent for the employer's or employee's benefit..."
2. The travel time in question clearly accrues to the employee's benefit as it is based on a requirement of the contract with the awarding agency (METRO). It is also clear to us that the employer is in full control of the employee's activity from the time that the employee's board the shuttle bus, even to the prescription of the time that boarding takes place.

3. Associated with an initial determination in this matter we need to address the possible application of the Portal-to-Portal Act (29 U.S.C. 251 et seq.). The department does not believe that this body of Federal Statute is appropriately applied in this case. We are interpreting Washington State Wage and Hour statutes in this instance: if the Legislature of this state had felt compelled to apply the principles of the Portal-to-Portal Act, they would have enacted analogous legislation, they have not done so. Further, all the contractors on this job pay some portion of the travel time thus establishing a practice of doing so; if the Portal-to-Portal Act did apply, which we dispute, it would allow for travel time payment based on practice.

The department hereby determines that the travel time in question is compensable. Further, as all work done on the West Point Water Treatment Plant is public work as defined in Chapter 39.12 RCW, the appropriate pay rates are the prevailing rates as determined by the Industrial Statistician. We would see all past and present employees who have worked on this project compensated for the travel time they have accrued and paid for all travel time accrued in the future.

Sincerely,

Greg Mowat
Program Manager
Employment Standards Division

cc: Joseph Brewer III, Acting Assistant Director
    Bill Miranda, IBEW 48
    Clyde Wilson, IUOE 302
    James Kerlee, State Council of Carpenters
    Debbie Cook, Metro