

APPENDIX A PROPOSER INFORMATION AND CERTIFICATIONS

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



FORM A

Form A

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



FORM A
DESIGN-BUILD PROPOSAL FORM AND SIGNATURE PAGE
Washington State Department of Transportation
Design-Build Request for Proposals
SR 99 Bored Tunnel Alternative Design-Build Project

PROPOSER: SEATTLE TUNNEL PARTNERS, A JOINT VENTURE

Proposal Date: October 28, 2010

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Dave Mariman
WSDOT Contract Ad & Award Office
Transportation Building, Room SA19
310 Maple Park Avenue SE
Olympia, WA 98504-7360

The undersigned ("Proposer") submits this proposal (the "Proposal") in accordance with the Instructions to Proposers (the "ITP") contained in the Request for Proposals (the "RFP") issued by Washington State Department of Transportation ("WSDOT"), dated **May 26, 2010**, for the **SR 99 Bored Tunnel Alternative Design-Build Project** (the "Project"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the ITP. If the Proposer is a joint venture, or LLC, the agreements, acknowledgments, certifications and representations contained herein shall be deemed made jointly and severally by each joint venture or LLC member.

- 1) In consideration for WSDOT supplying us, at our request, with the RFP documents and agreeing to examine and consider this Proposal, the undersigned agrees:
 - To keep this Proposal open for acceptance for 120 days after the Proposal Date without any member or partner withdrawing or any other change being made in the Proposer's organization, unless WSDOT has agreed in its sole discretion and in writing to such change or withdrawal; and
 - If this Proposal is accepted, to provide the Contract Bond securing the due performance of the Design-Build Contract (the "Contract") as stipulated in the Contract and the RFP.
- 2) If selected by WSDOT, Proposer agrees to (a) execute the Contract to design and construct the Project in accordance with the Contract Documents and (b) to provide all documents and satisfy all other requirements set forth in Section 5.0 of the ITP.
- 3) Enclosed herewith, and by this reference incorporated herein and made a part of this Proposal, are the following:

Section 1	Executive Summary
Section 2	Proposer's Approach to Management of the Project
Section 3	Preliminary Baseline Contract Schedule
Section 4	Tunnel Roadway Clearance Envelope
Section 5	Excavation and Support of the Bored Tunnel and Management of Ground Deformation Impacts
Section 6	Design and Construction, Except Tunneling

- 4) Proposer acknowledges receipt, understanding, and full consideration of all RFP documents, other documents identified on the Project Web site (www.wsdot.wa.gov) and the following Addenda and set of questions and answers to the RFP:

Addendum 1, posted 6/7/2010	Question & Answer #1, posted 7/2/2010
Addendum 2, posted 6/14/2010	Question & Answer #2, posted 7/16/2010
Addendum 3, posted 6/22/2010	Question & Answer #3, posted 7/23/2010
Addendum 4, posted 7/2/2010	Question & Answer #4, posted 7/30/2010
Addendum 5, posted 7/16/2010	Question & Answer #5, posted 8/10/2010
Addendum 6, posted 7/23/2010	Question & Answer #6 posted 8/27/2010
Addendum 7, posted 8/13/2010	Question & Answer #7, posted 9/3/2010
Addendum 8, posted 8/24/2010	Question & Answer #8, posted 9/9/2010
Addendum 9, posted 8/27/2010	Question & Answer #9, posted 9/17/2010
Addendum 10, posted 9/3/2010	Question & Answer #10, posted 9/24/2010
Addendum 11, posted 9/14/2010	Question & Answer #11, posted 10/1/2010
Addendum 12, posted 9/17/2010	Question & Answer #12, posted 10/8/2010
Addendum 13, posted 9/24/2010	Question & Answer #13, posted 10/19/2010
Addendum 14, posted 9/28/2010	Question & Answer #14, posted 10/22/2010
Addendum 15, posted 10/4/2010	
Addendum 16, posted 10/12/2010	
Addendum 17, posted 10/13/2010	
Addendum 18, posted 10/15/2010	
Addendum 19, posted 10/22/2010	
Addendum 20, posted 10/25/2010	
Addendum 21, posted 10/26/2010	

- 5) Proposer certifies that it has carefully examined and is fully familiar with the RFP documents and is satisfied that such provisions provide sufficient detail regarding the Work and the other obligations of the Design-Builder under the Contract and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in its Proposal; that it has conducted such other field investigations and additional design development which are prudent and reasonable in preparing this Proposal, including a thorough review of all of the RFP documents; and that it has notified WSDOT of any

deficiencies in or omissions from any RFP documents or other documents provided by WSDOT and of any unusual site conditions observed prior to the date hereof.

- 6) Proposer agrees that its Statement of Qualifications, as modified by this Proposal, is incorporated into this Proposal as if fully set forth herein. Proposer certifies that each, every, and all of the representations made by Proposer in this Proposal are true and correct.
- 7) Proposer understands that WSDOT is not bound to accept the lowest priced Proposal or any Proposal.
- 8) Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer, except to the extent that the Proposer receives the Stipend as provided for in the RFP.
- 9) Proposer agrees that WSDOT will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this Proposal.
- 10) This Proposal shall be governed by and construed in all respects according to the laws of the State of Washington.

The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

Dated: October 27, 2010

Proposer: SEATTLE TUNNEL PARTNERS, JV

By: _____

Print Name: Antonio Jose Nievas Guadix

Title: Executive Vice President, Dragados-USA, Inc.

By: _____

Print Name: James A. Frost

Title: Executive Vice President, Tutor Perini Corporation

FORM D

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB

Form D



Washington State
Department of Transportation



FORM D

CONTRACT TIME / MILESTONE COMPLETION DEADLINES

**Washington State Department of Transportation
 Design-Build Request for Proposals
 SR 99 Bored Tunnel Alternative Design-Build Project**

Name of Proposer: SEATTLE TUNNEL PARTNERS, A JOINT VENTURE

Contract Time Bid: 1,589 (NTP 2 To Substantial Completion)

The milestones for M-S8, M-S9, M-S10, M-N4 and M-N6 listed below and shown in Tables 2.58-1 and 2.58-2 are based upon an assumed Substantial Completion Date of November 1, 2016. These milestone dates will be adjusted in the Contract on a day-for-day basis to conform to the Design-Builder's Contract Time Bid.

Milestones	Milestone Completion Deadlines
	Calendar Days from NTP 2
A. DB Design Concept for interface with South Access (M-S5 in TR 2.58)	A. <u>505 Calendar Days</u>
B. Site Handback – Stage 1 (M-S7 in TR 2.58)	B. <u>717 Calendar Days</u>
C. Site Handback – Stage II (M-S8 in TR 2.58)	C. <u>1,284 Calendar Days</u>
D. Site Handback – Stage III (M-S9 in TR 2.58)	D. <u>1,405 Calendar Days</u>
E. Site Handback – Stage IV (M-S10 in TR 2.58)	E. <u>1,589 Calendar Days</u>
F. DB Design Concept for interface with North Access (M-N3 in TR 2.58)	F. <u>413 Calendar Days</u>
G. Site Handback – Stage II (M-N4 in TR 2.58)	G. <u>888 Calendar Days</u>
H. DB Allows Access to Tunnel Operations Building and Cut-And-Cover Structure to Others to Pull Wire and Install Equipment (M-N6 in TR 2.58)	H. <u>1,284 Calendar Days</u>
I. Other Milestones (if proposed) M-N5	I. <u>1,100 Calendar Days</u>

Note:

Liquidated Damages apply to Milestones A - I as provided in Article 17 of the Contract.

DBE PERFORMANCE PLAN

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



DBE Performance Plan



Washington State
Department of Transportation



Appendix A.3

DBE Performance Plan

Seattle Tunnel Partners will provide assistance and encourage qualified, certified Disadvantaged Business Enterprises (DBEs) to participate in the project execution process to the level of their expertise, experience, and qualifications, consistent with the requirements of the project and project stakeholders, STP and WSDOT. This way DBEs can compete fairly, procure, and perform work on the SR 99 Bored Tunnel Alternative Design-Build Project (Alaskan Way Viaduct). Our experience and expertise has taught us that each bored tunnel design-build project is unique and requires significant due diligence to develop and implement an appropriate DBE Performance Plan (DPP) that not only meets project requirements and demonstrates our good faith efforts but is also effective at achieving participation. Thus, our team has worked diligently to develop a comprehensive DBE Performance Plan that aligns with the fiduciary, schedule, and participation requirements and outlines our approach to DBE subcontracting, including outreach, structuring bid packages, and monitoring DBE performance to confirm that their work is integrated into our overall program.

Our team embraces diversity in subcontracting as a core value and understands that contracting with qualified, certified DBEs adds strength, talent, fixed assets and local resources to our joint venture. STP is committed to exceeding the 8 percent DBE participation goal established for the Alaskan Way Viaduct Alternative Project. We will achieve this through systematic analysis, outreach, instruction, and assistance to interested DBEs.

Our team includes a DBE Liaison who is responsible for managing the process and ensuring compliance with all contract requirements. Our DBE Performance Plan includes the following initiatives:

a) Fully Understanding the DBE Requirements

Our DBE Liaison has reviewed all of the contract requirements distributed for the SR 99 Bored Tunnel Alternative Design-Build Project, in addition to WSDOT's DBE, M/WBE, Equal Employment Opportunity, Affirmative Action and On-The-Job Training program policies, and the DOT requirements that guide WSDOT's federal and state funded programs, to effectively develop, implement, and administer a comprehensive DBE Performance Plan.

The effort to review and understand all of WSDOT's program policies and requirements is necessary to ensure that the team, including its subcontractors and subconsultants, is knowledgeable of the specific contract requirements for this project to satisfy the required good faith efforts and effectively implement an approach to exceed the 8 percent DBE goal.

We review the following specific contract requirements and other program guidance documentation:

- Design-Build Contract ITP – SR 99 Bored Tunnel Alternative Design-Build Project, RFP May 26, 2010
- WSDOT's DBE Program Participant Plan Revised February 2000 in Response to 49 CFR Part 26 et. seq.
- Chapter 26 – Disadvantaged Business Enterprises, Local Agency Guidelines M 36-63.03, April 2008
- WSDOT FHWA Overall Disadvantaged Business Enterprise Goal, FFY 2010
- WSDOT's FTA Overall Disadvantaged Business Enterprise Goal, FFY 2010

- WSDOT's Proposed FTA Overall Disadvantaged Business Enterprise Goal, FFY 2011 - 2013
- NERA's Final DBE Availability Study for Washington State DOT, October 20, 2005
- WSDOT's EEO, DBE, Training and Reporting Program Requirements (DBE reports required post award)
- WSDOT's Prime Contractor M/WBE Participation Plan (Drafting Guidelines)
- WSDOT Vendor Directors for certified DBEs and MBE/WBEs

Our DBE Liaison also reviewed the roles and responsibilities of various WSDOT program offices and departments, established helpful points of contact, gained clarification of important project specific information, received answers to specific DBE questions, and, more importantly, received information to assist in the identification and solicitation of certified DBE firms.

Our DBE Liaison contacted the following specific offices and departments:

- Disadvantaged Minority/Women's Business Enterprise Program
- Office of Minority and Women's Business Enterprise (OMWBE)
- DBE Supportive Services (DBESS)
- Urban League of Metropolitan Seattle's Contractor Development and Competitiveness Center (ULMS/CDCC)
- Office of Equal Opportunity (OEO)
- EEO/OJT Contract Compliance Programs
- On-The-Job Training and Supportive Services
- Compliance Data Reporting
- External Civil Rights Branch
- Title VI Program
- Small Business Transportation Resource Center

b) Approach to DBE Utilization

Despite our ability to self-perform all of the various scopes of work associated with bored tunnel design-build projects, our approach to achieving required DBE or MBE/WBE participation, or both, is the same. It begins with a process of analysis that recognizes both the abilities and limitations of DBE/MWBE firms and ends with the award of subcontracts to the most value-added, qualified, certified bidders. Our goal to subcontract to disadvantaged business enterprises is twofold – (1) to assist local DBE contractors to become greater resources to our team and (2) to help them build and grow their businesses into more competitive forces and become greater assets to the construction industry.

We will provide subcontract opportunities to DBEs so that they can fairly compete to perform on the SR 99 Bored Tunnel Alternative Design-Build Project. We will make the required good faith efforts to meet and/or exceed the DBE participation goal for this contract. To do so, this performance plan will thoroughly cover our approach to DBE subcontracting that we intend to be an on-going, continuous process for the duration of contract.

Essentially, our subcontracting methods strategically focus on how to get DBE firms to join our team and how to effectively use their performance so that we confirm that their work is integrated into our overall program. We want their work to be productive, valued-added, and result in improved DBEs with better design-build qualifications. We also want the project completed both on-time and within budget. In addition, we intend to implement a good faith initiative to provide subcontract opportunities to MBE/WBEs for traditional and non-traditional construction tasks should no DBEs be available.



c) Approach to Managing Subcontractor Performance

Our plan includes initiatives regarding the management of contractors, subcontractors, and subconsultants, focusing on team building, project coordination, production, safety, and cost. We will assign Project personnel, including our DBE Liaison, Safety Manager and Project Managers to participate in a subcontractor management group dedicated specifically to DBE subcontractors. As members of the team, we will require DBEs to attend coordination and safety meetings with design and construction supervisors to continuously improve their integration, amplify their knowledge of the tasks to be performed, understand and comply with the applicable safety requirements, and gain in their overall knowledge of the design-build project.

d) Approach to DBE Mentoring

Our DBE mentoring program will begin prior to the actual issuance of DBE subcontracts by providing interested DBEs with adequate information on the project so that they can respond to solicitations. In addition, the implementation of our Mentor Protégé and Training programs will facilitate the development of DBEs in their fields of expertise, and to afford them the opportunity to grow in new areas.

Program Goals for Mentoring on Design-Build Projects

The main goal of our program will be to provide all DBE firms working on the project with an opportunity to understand the overall framework of a design-build project, from inception to completion, so that they can see where and how they fit within the complex fabric of the project as well as understand

the potential opportunities that work on this project may bring to them. Some of the benefits of mentoring DBEs include, but is not limited to, technology transfer, equipment and systems sharing, shadowing, and networking with large firms such as Dragados and Tutor Perini.

We will schedule workshops led by our own managers and task leaders, which will focus on how a design-build project may come about, how the design and construction of the project mesh together as a combined effort of the contractor and the designer, and how we see a DBE firm growing from their experience on the project.

Mentoring Program for Educational Workshops

Our mentoring program for educational workshops will include:

1. Targeting disciplines:

We will consider all areas of the project targeted disciplines for inclusion in the educational workshops program. As noted above, we will divide the mentoring on this project into the specific tasks associated with each of the main development areas. As such, we envision conducting educational workshops on the different design disciplines that are needed on the project (civil, structural, environmental, drainage, ventilation, mechanical), on the major construction activities (excavation, roadways, concrete, tunnel, shafts), and on the most important aspects of operations and maintenance (routine maintenance, major maintenance, tunnel ventilation, systems, and controls). We will also conduct workshops on the benefits of partnering and DBE certification.

2. Identifying specific audiences:

We will welcome all DBEs, including MBE/WBEs, at these workshops. We will emphasize our willingness to help potential DBEs submit the documentation required to obtain WSDOT certification. Our DBE employees will also serve as administrators and assistants at these workshops. We will encourage interaction with other employees and supervisors.

3. Developing short-term and long-term plans: Our mentoring plan will include:

- Identification of potential DBEs
- Identification of areas of work that can be dedicated to DBE firms
- Confirmation of eligible DBEs
- Selection of DBEs for the design phase; selection of DBEs for the construction phase
- Identification of minority employees within the design team
- Development of the mentoring program, as previously described

4. Identifying Workshop Administrative Procedures:

We will make workshops a part of our DBE program and integrate them into our organizational structure. The DBE Liaison will administer the workshops with the support of the Project Executive and joint venture staff.

5. Scheduling frequent Workshops:

We will schedule educational workshops regularly throughout the design and construction phases of the project and adjust their frequency based on project needs. We anticipate increased workshop frequency at the beginning of the design phase, during the bid package identification period, and at the start of specific construction operations.

6. Providing educational Workshops for Bonding and Insurance Requirements:

As part of our program, we will provide educational workshops to DBEs and small business concerns on bonding and insurance requirements, facilitate meetings between banks, bonding/insurance providers, DBEs and small firms and to work with them throughout the approval process.

e) Joining our Team

The DBE Performance Plan will detail our efforts to assure that DBE firms have ample opportunity to compete along with large businesses for subcontract work. We will notify the DBE community of project opportunities in design and construction and disseminate that information as widely as possible. As part of that effort, our DBE subcontracting methodology includes the following steps:

1. Meet and Greet with certified DBE firms:

Sponsor, attend, and participate in public meetings to encourage DBE participation, assist DBEs with our process, support DBE firms with navigating the design-build process, and help prospective DBEs learn how to become certified with WSDOT Office of OMWBE.

- Place advertisements in local, professional and trade magazines, and community newspapers promoting workshops, seminars, and DBE information meetings to encourage attendance by interested DBEs. Example – Attachment A
- Participate in DBE/MWBE business planner sessions, conferences, small business events, and pre-bid meetings to identify potential participants and/or subcontractors. Example – Attachment B
- Conduct targeted meetings for small businesses to explain requirements and DBE participation goals and available DBE opportunities. Example – Attachment C

- Interact in person with the DBE and MBE/WBE community to provide assistance in the recruitment and placement of DBEs. Example – Attachment D
- Direction actions by our DBE Liaison and project personnel to inform DBEs, MBE/WBEs, and small businesses through traditional and non-traditional means of contracting, subcontracting, or material supply opportunities available on the project. Example – Attachment E

2. Procedures and Methodologies for Dividing Work into Economically Feasible Units to Encourage DBE Participation:

We are committed to fulfilling the DBE participation goal of 8 percent of this project. Our design-build team will identify those areas of work best suited to the use of DBE firms during the design phase of the project's development, and will make that work available.

During the design phase, our designer will subcontract with DBEs that can effectively support the design and carry out design-specific tasks. The STP team will prepare subcontracting bid packages of various sizes, difficulty and anticipated cost, to ensure that the bidding process is open to as many DBE firms as possible. These bid packages will focus on categories most likely to increase participation by DBEs even if the work units are carved out of self-performing work set-aside to be performed by the joint venture partners.

The bidding will be open to those eligible firms that can provide the necessary bonding and insurance, and that are able to perform work in the categories for which they are certified. In addition, we will develop a list of economically feasible work units necessary to complete the project. We will give special consideration to

Bonding and Insurance Requirements of work units to further increase opportunities for DBE participation.

We will provide DBE firms opportunities to inform our team of the various types of workshops they would like to attend to learn more about the project, the specific technical assistance they may need with navigating the design-build process, and the preparation of bids. We will give DBE firms ample opportunity to provide us with feedback and/or specific questions they would like us to answer about the DBE requirements, schedule, and subcontractor payments on this design-build project.

- Specific categories or services and work units anticipated for DBEs. Example – Attachment F
- Forms designed to encourage DBE feedback, request for workshops, and question and answer. Example – Attachment G

3. DBE Outreach and Community Awareness:

We will contact organizations, business development programs, not-for-profit groups, educational institutions, and community based programs that provide connections to DBEs. These DBEs may be interested in providing services or products needed for this project. We have identified the following business organizations/programs for contact:

- Identify List Community Programs and/or Organization. Example – Attachment F
- Identify Local Native American Indian Tribes. Example – Attachment G
- Identify Tribal Employment Rights Offices. Example – Attachment H

4. Advertising:

Create advertisements/solicitations and place in minority publications, including newspapers, trade magazines, and online forums, most likely to reach interested DBEs to garner additional participation. We have identified the following circulations for placing advertisements:

- Daily Journal of Commerce. Example Attachment I
- Daily Construction Service
- Small Business Exchange
- Seattle Post Intelligencer
- Seattle Medium
- Northwest Asia Weekly

5. Create a short-list of DBEs to whom we will provide a written notice:

STP’s joint venture team has created an access database to track, monitor, and report the number and various types of communication with DBEs since the issuance of the RFP. We will use this database to create the initial and final lists of our DBE Tracking Logs; the database is generated using information gathered from the following:

- Meet and Greet with certified DBE firms identified in No. 1 above. Example – Attachment J
- Organizations and business programs identified in No. 3 above
- Responses to advertising identified in No. 4 above
- A search of the OMWBE Vendor Directories of Certified Firms for DBEs and MBE/WBEs. Example – Attachment K

6. Solicitation of DBEs for proposal:

Some DBEs may be solicited for cost estimates prior to the post award bid solicitation process in order to establish subcontractor costs and meet the Form-O submittal requirements due with our proposal. DBE subcontractor cost estimates are necessary specifically for services that include, but not limited to, heating, ventilation, air conditioning, plumbing and electrical.

7. Send written notices short-listed DBEs:

- Request Expression of Interest. Example – Attachment L
- Quote Solicitation Package. Example – Attachment M
- The Quote Solicitation Package provides a description of information attached, i.e., plans or quantity breakdown, as well as a contact name and phone number for further information. Example – Attachment N

8. Provide additional information to interested DBEs and record exchange on DBE contact record:

- Run reports from the access database of correspondences to short-listed firms. Example – Attachment O

9. Record DBE interest:

Record DBE responses and results on the DBE Tracking Database. Example – Attachment P, with the following information:

- Names, address, telephone numbers, fax numbers, and email addresses
- Date of initial written notice
- Expression of interest
- Date and type of follow-up

10. Fairly evaluate and compare all DBE quotes to competition:

All negotiating with DBEs will be in good faith. If a DBE quote is received and not used, we will make clear and reasonable the reason for rejection.

11. Technical Assistance:

As necessary, provide assistance to potential DBE subcontractors in understanding the technical and administrative requirements of the work units through one-on-one meetings.

f) Criteria for Evaluating Effectiveness of Program

1. Attracting a sufficient number of DBEs and small business concerns:

We have proactive methodologies (previously detailed) in place to attract and support the participation of DBEs on this project.

2. Meeting the project goals:

We will measure achievement of the DBE project goals by a determination of DBE participation based on the total amount paid to DBEs for work actually performed on the project. We will also maintain a log of the certified DBE firms that contacted us and were awarded work on the project. An analysis of the effect of the DBE program on the overall DBE participation goals at the regional level could also be made, in cooperation with WSDOT, using information on the local market area, contractors, and historical DBE participation.

3. Actual data on responsiveness, quality of work, and safety record:

The construction office will work with the DBE Liaison Officer to provide actual data regarding on-the-job performance of DBEs and small business concerns in terms of responsiveness, quality of work, and adherence to safety regulations.



2010 OMWBE BUSINESS PLANNER

JANUARY

Tuesday 1/26/2010
Olympia

9 am-10 am Dept of Commerce - "ARRA Opportunities"

10 am-11 am U. S. Bank, Olympia Branch

FEBRUARY

Thursday 2/11/2010
Olympia

3 pm-4 pm Centralia College

4 pm-5 pm Department of General Administration

Tuesday 2/23/2010
Olympia

9 am-10 am Washington State Transit Insurance Pool -
(Opportunities for Trainers)

10 am-11 am Dept. of Information Services Services

MARCH

Thursday 3/11/2010
Olympia

3 pm-4 pm Dept of Commerce --ARRA Funded Weatherization
Project Opportunities

4 pm-5 pm Dept of Employment Security

Tuesday 3/30/2010
Olympia

9 am-10 am Berschauer-Phillips Construction - John L. O'Brien
Remodel Project"

10 am-11 am Wells Fargo Bank

APRIL

Thursday 4/8/2010
Olympia

3 pm-4 pm Dept. of Printer

4 pm-5 pm Dept. of Early Learning

Tuesday 4/20/2010
Seattle
SBA Office

9 am-10 am City of Seattle

10 am-11 am King County

MAY

Thursday 5/13/2010
Olympia

3 pm-4 pm Dept of Fish & Wildlife

Thursday 5/13/2010
Olympia

4 pm-5 pm Dept of Labor & Industries and Dept of Licensing -
"Update on Regulations/Master Business License App"

Tuesday 5/25/2010
Olympia

9 am-10 am Dept of General Administration - "Engineering &
Architecture Services"

2010 OMWBE BUSINESS PLANNER

Dept of General Administration - "Office of State
10 am-11 am Procurement (Janitorial Contract)"

JUNE

Thursday

6/10/2010
Olympia

3 pm-4 pm

4 pm-5 pm Evergreen State College

Tuesday

6/22/2010
Olympia

Department of Corrections - "Architects & Engineers
9 am-10 am Roster"

Department of Veterans' Affairs
10 am-11 am "Registration of Veteran Businesses - SB 5041"

JULY

Thursday

7/8/2010
Olympia

Seattle Tunnel Partner (STP)
3 pm - 4pm "WSDOT SR 99 Bored Tunnel Project"
General Administration, Office of State Procurement
4 pm-5 pm "Modernizing State Purchasing Practices"

[GA - Seeking Input](#)

Tuesday

7/20/2010
Seattle
SBA Office

University of Washington
9 am-10 am "Architecture & Engineering Services"

10 am-11 am

AUGUST

Thursday

8/12/2010
Olympia

Department of Veterans' Affairs
3 pm-4 pm "Opportunities for Health Care Providers/Counselors"

4 pm-5 pm

Tuesday

8/24/2010

9 am-10 am

10 am-11 am

SEPTEMBER

Thursday

9/9/2010
Olympia

3 pm-4 pm

4 pm-5 pm

Tuesday

9/28/2010
Olympia

9 am-10 am

10 am-11 am

OCTOBER

Thursday

10/14/2010

3 pm-4 pm

2010 OMWBE BUSINESS PLANNER

Olympia

4 pm-5 pm

Tuesday

10/26/2010

9 am-10 am

Olympia

10 am-11 am

NOVEMBER

Wednesday

11/10/2010

3 pm-4 pm

Olympia

4 pm-5 pm

Office of Minority and Women's Business Enterprises
2010 MWBE Business Planner

July 8, 2010

3:00 pm – 5:00 pm

Session will be recorded. Q & A available.

AGENDA

Introductions and Welcome

Cathy Canorro, Manager

3:00 pm – 4:00 pm

Seattle Tunnel Partners

“WSDOT SR 99 Bored Tunnel Project Opportunities”

Office of Minority and Women's Business Enterprises
2010 MWBE Business Planner
July 8, 2010

Seattle Tunnel Partners (STP) Contacts:

- **Gabriel Heredero – Proposal Manager, Dragados USA (JV Leader),
phone: (425) 456-8569, email: gsherederor@dragados-usa.com**
- **William E. Miller, III – M/W/DBE Liaison, Dragados USA (JV Leader),
phone: (914) 730-9955 Ext. 228, email: wmiller@dragados-usa.com**
- **Josh Randall – Tutor Perini Corporation (JV Member),
phone: (425) 456-8638, email: joshr@tutorsaliba.com**
- **Dan H. Dixon – HNTB Corporation (Design Firm),
phone: (425) 450-2529, email: ddixon@hntb.com**
- **Joseph J. Coluccio – Frank Coluccio Construction Company (Subcontractor),
phone: (206) 722-5306; email: joe@coluccio.com**
- **Chuck Monninger – Mowat Construction Company (Subcontractor),
phone: (425) 398-0226, email: chuck.monninger@mowatco.com**

Washington State Department of Transportation (WSDOT)
Office of Minority & Women's Business Enterprises

OMWBE Business Planner Session

“WSDOT SR 99 Bored Tunnel Project”

Presented to:

WSDOT D/M/WBE Certified Contractors & Suppliers

Presented by:

Seattle Tunnel Partners (STP)

July 8, 2010

Agenda

- Introduction (Seattle Tunnel Partners)
- Project Overview
- DBE Participation/Good Faith Efforts
- Key Issues
- STP Approach
- Questions and Answers
- Closing

Introduction

Seattle Tunnel Partners (STP) Team consists of:

Dragados USA, Inc. – JV Leader

Tutor Perini Corporation – JV Member

HNTB Corporation – Design

Frank Coluccio Construction Co. – Subcontractor

Mowat Construction Company – Subcontractor

Joint Venture Partners

Seattle Tunnel Partners, a joint venture team between Dragados USA, Inc. & Tutor Perini Corporation

- Dragados-USA, joint venture leader, is New York based and a wholly owned subsidiary of Dragados, S.A., the construction division of ACS Group of Spain
- Dragados-USA brings experience on large bore soft-ground tunnels, including the 49.5-foot diameter Madrid M-30 South Bypass Tunnel, the 39.4-foot diameter Barcelona Line 9 Metro Extension, the 30.8-foot diameter Madrid Metro Line 11 Extension and two MTA East Side Access Tunnels in New York

Joint Venture Partners

Seattle Tunnel Partners, a joint venture team between Dragados USA, Inc. & Tutor Perini Corporation

- Tutor Perini, joint venture member, is based in Sylmar, California
- Tutor Perini is a civil and building construction company engaged in public works construction throughout the US
- Tutor Perini's current projects include the Bay Area Rapid Transit extension to the San Francisco International Airport, the I-80 Bay Bridge West Approach project to remove and replace one mile of I-80 and six on/off ramps and the recently completed \$1.1 billion JFK AirTran project to construct an 8.8 mile-long light rail transit system in New York.

Design Firm & Subcontractors

Seattle Tunnel Partners, a joint venture team between Dragados USA, Inc. & Tutor Perini Corporation

- HNTB Corp., in association with Intesca, brings a combination of local and international design experience and expertise
- HNTB has extensive experience with WSDOT and has delivered projects such as the I-90 Mount Baker Ridge Tunnel and the Tacoma Narrows Bridge Design-Build Project
- HNTB is currently designing Sound Transit's University Link 18.8-foot diameter twin bore tunnel project

Design Firm & Subcontractors

Seattle Tunnel Partners, a joint venture team between Dragados USA, Inc. & Tutor Perini Corporation

- Frank Coluccio Construction and Mowat Construction are local firms that have successfully completed a number of projects within the State and in the region
- Coluccio was the contractor for WSDOT's Alaskan Way Viaduct electrical line relocation project and is successfully delivering on King County's Brightwater tunnel projects
- Mowat projects successfully completed include the City of Seattle's Fremont Bridge Approach Replacement and the Port of Seattle's SEATAC Airport S. 160th Street Loop

DBE Participation/GFEs

SR 99 Bored Tunnel Design-Build Project

- DBE Goal = 8% of total contract
- Design (professional service firm opportunities)
- Supplier (equipment, construction materials, safety tools/supplies)
- Construction (professional service and subcontract opportunities)
- JV will promote design opportunities, develop subcontractor goals, and review self-performing work for additional participation
- JV will promote non-traditional construction opportunities to increase D/M/WBE participation

DBE Participation/GFEs

SR 99 Bored Tunnel Design-Build Project

- Good Faith Efforts: On-going & Continuing for the life of the project
- Design firm to implement DBE participation on final design; provide new design opportunities when contract starts
- JV to develop protocol for mentoring of DBE subcontractors
- JV will submit a detailed DBE Participation Plan with proposal
- JV will seek to increase participation with schedule/work changes
- JV looking at initiatives to create opportunities for certified M/WBEs in addition to certified DBEs for certain services

Key Issues

Contract Requirements – DBE Certification

- The successful bidder will obtain verification of OMWBE certification from the DBE business firm
- Certification must identify firm as being eligible for DBE status
- The successful bidder will have the responsibility of verification with OMWBE that the DBE firm's certification is current
- Firm must be certified in the category of work to be performed (specific NAICS codes, not general)

STP DBE Approach

- Review WSDOT vendor directories (all certified firms)
- Host DBE Information Meetings & meet with interested firms
- Produce/publish/advertise subcontract work categories
- Provide written notice to interested, certified DBEs
- Bid solicitation process (supply quote solicitation packages)
- Evaluate and negotiate ALL RESPONSIBLE QUOTES
- Provide assistance to all potential DBE subcontractors re. technical & administrative requirements of the work units

STP DBE Approach

- Proposal due : October 28, 2010
- Work to meet the 8% DBE Participation Goal requirement
- Continue Good Faith Efforts for the life of the contract
- Help re-build the physical tunnels and streets by bridging gaps and paving roads to opportunities for Disadvantaged, Minority, Women-Owned, Small and Local business throughout Washington State and the greater Seattle community.

Closing

Thank You!

Seattle Tunnel Partners (STP) Team



SEATTLE TUNNEL PARTNERS (STP)

Invites all subcontractors and suppliers, including Disadvantaged, Disabled Veteran, Minority, Women-Owned, Small and Local Businesses Enterprises to join us for our

SR 99 BORED TUNNEL DESIGN-BUILD PROJECT ALASKAN WAY VIADUCT REPLACEMENT Washington State Department of Transportation

DBE INFORMATION MEETINGS



Tuesday, August 3, 2010
9:00am – 12:00 pm & 2:00 pm – 5:00 pm

Union Square Conference Center
One Union Square, Boardroom (behind escalators)
600 University Street, Seattle, WA 98101
(Entrance on 6th Avenue & University Street)

- Meet with Seattle Tunnel Partners (STP) key representatives
- DBE participation requirements will be discussed
 - * **All WSDOT certified firms encouraged to attend**
- STP will navigate the design-build subcontractor solicitation process and discuss important project information
- Projected subcontracting opportunities will be discussed
 - * Design, Professional Service, Construction & Supply
- For more project information, visit:
www.wsdot.wa.gov/Projects/Viaduct/contracting.htm

RSVP by August 2nd to attend only ONE meeting:

William Miller, Ph: 914.730.9955 Ext. 228

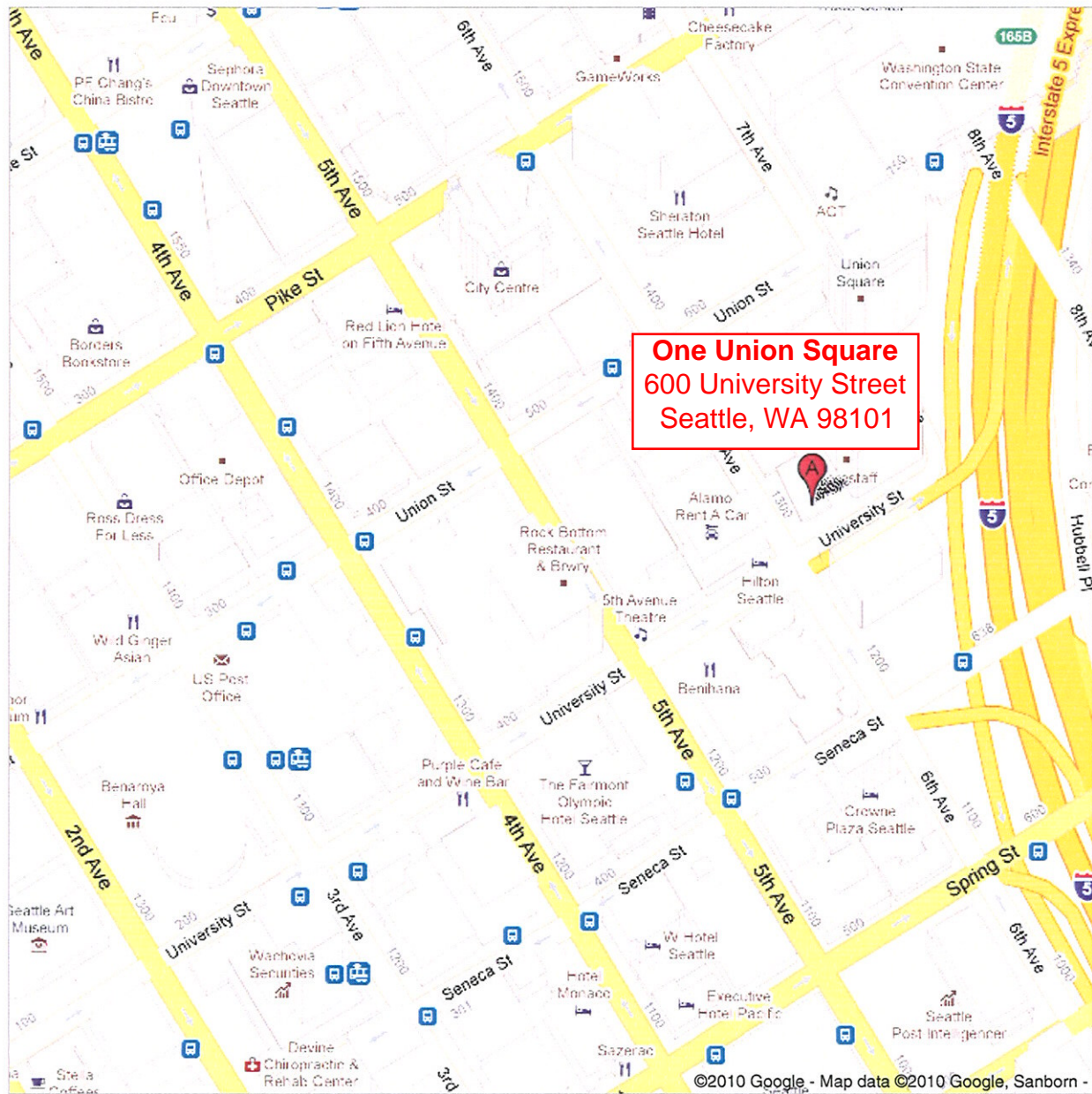
Email: wmliller@dragados-usa.com

- | | | | |
|--------------------------|----------------------------|------------------------------|------------------------------------|
| * Architectural Finishes | * Fencing | * Personal Protection Equip. | * Underground Utility Construction |
| * Asphalt | * Foundation | * Rebar | * Ventilation |
| * Concrete Barriers | * Ground Improvements | * Safety Services/Supplies | * Waterproofing |
| * Concrete Saw Cutting | * Guard Rails | * Signage | * White Concrete Paving |
| * Cement | * Hazardous Materials | * Security | * Non-traditional opportunities |
| * Demolition | * HVAC | * Spill Containment | - Cost Estimating |
| * Drainage | * Landscaping | * Traffic Control | - Office Related Services |
| * Cleaning/Inspection | * Minor Concrete/Flat Work | * Trash Removal | - QA/QC |
| * Electrical | * Miscellaneous Metals | * Transportation (Hauling) | - Scheduling |
| * Emergency Response | * Painting | * Trucking | - Surveying |

Disadvantaged business participation to include Minority, Women, Small and Disabled Veteran businesses.

SEE NEXT PAGE FOR MAPS AND TRAVEL DIRECTIONS

SEATTLE TUNNEL PARTNERS IS AN EQUAL OPPORTUNITY EMPLOYER



FROM OLYMPIA, WA

Take I-5 N via the ramp to Seattle

Take exit 165 on the left for Seneca St

Slight right at 6th Ave

Take the 1st right onto University St

FROM BELLINGHAM, WA

Take I-5 S

Take exit 165B to merge onto Union St

Turn left at 5th Ave

Take the 1st left onto University St

Slight left to stay on University St

VIA TRAIN

University Street Station, Seattle Transit Tunnel

VIA METRO OR SOUND TRANSIT BUS

One Union Square is located three blocks east
of the University Street Station in the Seattle Transit Tunnel

BUSINESS

AROUND THE NORTHWEST

BCO Hydrocarbon

BCO Hydrocarbon Ltd., a natural resource exploration company with an office in Clyde Hill, said it has completed the acquisition of Nevada City Calif.-based Sauer Energy, Inc. SEI President and CEO Dieter Sauer has been elected BCO president, CEO and a member of the board of directors. Sauer succeeds Malcolm Albery who remains a member of the board. SEI designs and produces small wind turbine systems designed to be sold as a kit for roof mounting on homes or small buildings.

City of Sammamish

The Association of Washington Cities elected Sammamish Mayor Don Gerend to serve as secretary, which the city said puts him in line to become vice-president next year and president in 2012. Olympia-based AWC represents 281 cities and towns in Washington, providing legislative representation, education and other member services.

WSDOT

Steve Pierce has joined the Washington State Department of Transportation as communications director. Pierce was public affairs manager with the Department of Labor & Industries for nearly 10 years. He replaces Lloyd Brown, who left WSDOT to become communications director for the American Association of State Highway and Transportation Officials in Washington, D.C.

When daughter drives drunk, is mom liable?

Talking on a cell phone while driving can get you an expensive ticket.

Talking on a cell phone while driving drunk can get you in even more trouble. And as Shannon Vowell learned, talking with a driver on her cell phone when you know the driver is drunk can definitely get you in hot water.



By Andrew Bergh

Shannon and her daughter, Candice Vowell, were both employed by Brad's Gold Club, a popular strip club in Indianapolis, Ind. One evening in late July 2007, Candice had one too many drinks at work. It's unclear whether

Shannon had agreed to assist against her under Indiana law. Technically speaking, Buchanan had no right to appeal this ruling because it wasn't a final judgment involving all the parties. In other words, he normally would've had to await the outcome of the entire lawsuit before filing an appeal. But an Indiana appeals court — perhaps because it felt a gray area of the law should be clarified sooner versus later — agreed to review the lower court's ruling.

For three reasons, the appeals court recently reinstated Buchanan's claim against the mother that courts should be reluctant to impose liability on those who gratuitously try to prevent intoxicated individuals from driving, those weren't the facts here, said the court. Instead, by joint agreement, Shannon had agreed to assist

Casino site going for 'significant discount'

■ Pinnacle Entertainment acknowledges what has long been apparent: It'll take a bath when it sells the land where a \$2 billion Atlantic City resort was planned.

By WAYNE PARRY
Associated Press Writer

ATLANTIC CITY, N.J. — Not long ago, Pinnacle Entertainment had grand plans for a sparkling new casino resort on the Atlantic City Boardwalk that would cost upward of \$2 billion.

On Thursday, the company acknowledged what has long been apparent: It's going to take a bath when it sells the land where that now-scrapped resort would have been built.

Pinnacle bought most of the nearly 20-acre site for \$270 million from entities affiliated with billionaire investor Carl Icahn just four years ago and later added nearby land worth another \$70 million.

"Certainly we recognize that there is going

to be a significant discount to our purchase (price) upon a sale," Carlos Ruisanchez, the company's executive vice president of strategic planning and development, said during a conference call with analysts. But he said Pinnacle was encouraged by word on Tuesday that MGM Resorts International sold its land under Atlantic City's Borgata Hotel Casino & Spa to Vornado Realty Trust and Geysert Holdings for \$73 million.

A broker representing Las Vegas-based Pinnacle told the Wall Street Journal this week the empty land could sell for 70 percent less than Pinnacle paid. Jones Lang LaSalle confirmed it is marketing the land for Pinnacle but would not name a price. Ruisanchez acknowledged the circumstances of the two sales are different.

MGM decided to pull out of Atlantic City — and its half-ownership of the city's top casino — when New Jersey regulators forced it to choose between Atlantic City and its partnership in Macau with the daughter of a reputed Asian organized crime boss.

In contrast, Pinnacle's property is not a going concern. The company pulled the plug due to Atlantic City's struggles with competition, and the sour economy. Pinnacle imploded the Sands in 2007 to make way for a beach house-themed resort in a wave of new investment several developers proposed for the nation's second-largest gambling market — before the bottom fell out of the economy.

Of four Atlantic City projects then on the drawing board that were worth a combined \$10 billion, only one proceeded, the Revel casino. It ran out of money halfway through construction; about \$1 billion worth of work remains on the interior of the development, which officials consider too far along to abandon.

Economists' outlook has turned gloomier

WASHINGTON (AP) — The U.S. economic recovery will remain slow deep into next year, held back by shoppers reluctant to spend and employers hesitant to hire, according to an Associated Press survey of leading economists.

Erratic day ends with loss

NEW YORK (AP) — Stocks ended an erratic day with a modest loss Thursday as investors tried to reconcile another batch of conflicting economic signals. The Dow Jones industrial average closed down 30 points after falling as much as 110 and rising 87 during the course of the day. The other big market indexes also closed slightly lower.

Thursday's trading with the market's months-long pattern. Investors are torn between upbeat earnings news from companies and reports

The latest quarterly AP Economy Survey shows economists have turned gloomier in the past three months. They foresee weaker growth and higher unemployment than they did before. As a result, the economists think the Federal Reserve will keep interest rates near zero until at least next spring.

Yet despite their expectation of slower growth, a majority of the 42 economists surveyed believe the recovery remains on track, raising hopes that the economy can avoid falling back into a "double-dip" recession.

The AP survey compiles forecasts of leading private, corporate and academic economists on a range of indicators, including employment, consumer spending and inflation. Among their forecasts:

- Economic growth the rest of this year and early next year will be weak — less than 3 percent. For the April-to-June quarter, economists pegged growth at 2.8 percent. That's far below the 3.7 percent pace predicted just three months ago.
- The unemployment rate will be no lower at the end of the year

local governments to cut services and lay off workers. The weak economy leaves Democrats and Republicans on Capitol Hill vulnerable as they head into the November midterm elections. Democrats, who now control both chambers, have the most to lose. The gloomier outlook is also a liability for President Barack Obama.

The economists have turned more pessimistic since the recovery hit turbulence in May. Europe's debt crisis sent tremors through Wall Street, causing stocks to tumble and raising doubts about the durability of the rebound.

Since then, businesses have been slow to step up hiring. Americans' confidence in the economy has declined, leading shoppers to reduce spending. And the housing market has weakened further with the end of a homebuyer tax credit that had buoyed sales earlier this year.

Consumers aren't leading this rebound, as they usually do, despite ultra-low borrowing costs. Their spending growth will weaken in the second half of this year and strengthen only slightly

NW STOCKS

Stock	Close	Change
Aesata Air	51.75	+0.29
Amazon.com	116.86	-0.27
Boeing	67.22	-0.10
Columbia Banking	18.25	+0.46
Costco	56.21	-0.30
Data I/O	5.18	+0.09
F5 Networks	86.53	+0.75
Flow International	2.72	+0.07
Key Tronic	5.31	-0.09
Microsoft	26.03	+0.08
Norstrom	33.53	-0.08
Northrim Bank	17.47	-0.57

that point to an uncertain recovery. That indication was clear as stocks rose on strong earnings at Southwest Airlines Co., ExxonMobil Corp.

PACCAR	45.59	-0.03
Pum Creek Timber	36.45	-0.60
Real Networks	3.59	-0.00
Starbucks	24.82	-0.17
Weyerhaeuser	16.49	-0.10

See WALL STREET — page 7

her daughter while she was driving drunk. So under the "gratuitous undertaking concept," said the court, Shannon may have voluntarily undertaken a duty to protect Buchanan from her drunk daughter's actions. Though it remained to be seen whether he would eventually prevail, Buchanan should be given the opportunity, said the court to conduct discovery and "develop his case."

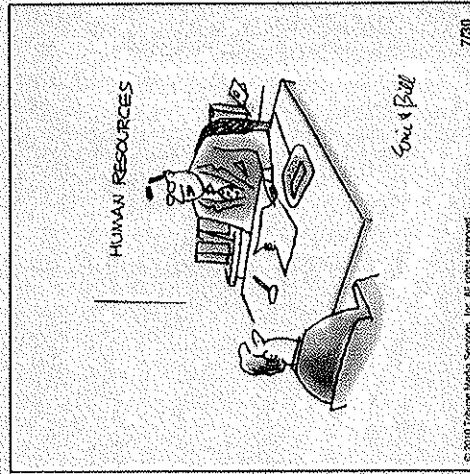
Under Indiana law, Shannon also faced liability if she had "acted in concert" with her daughter or given her "substantial assistance."

For example in an earlier case decided in 1997, all of the participants in a drag race were jointly liable when a third party was hurt by only one of the drivers. Given his allegation that Shannon had agreed to follow Candice and "direct and/or distract" her drunken daughter by calling her on her cell phone, Buchanan should likewise be given a chance to prove this theory, said the court.

Last but not least, even if Shannon didn't gratuitously assume a duty or act in concert with her daughter, she could also be found liable under ordinary negligence principles. This was so, said the court, because she may have breached her duty to exer-

See ANDY BERGH — page 7

BOTTOMLINERS



© 2010 Tribune Media Services, Inc. All rights reserved.

7790

"Just because your salary's a joke is no reason for not taking your job seriously."

SEATTLE TUNNEL PARTNERS

Invites all subcontractors and suppliers, including Disadvantaged, Disabled Veteran, Minority, Women-Owned, Small and Local Business Enterprises to join us for our

SR 99 BORED TUNNEL DESIGN-BUILD PROJECT ALASKAN WAY VIADUCT REPLACEMENT

Washington State Department of Transportation

M/W/DBE INFORMATION MEETINGS

**Tuesday, August 3, 2010
9 AM – 12 PM or 2 PM – 5 PM**

Union Square Conference Center

One Union Square Boardroom (behind escalators)

600 University Street, Seattle, WA 98101

(Entrance on 6th Ave. & University St.)

**RSVP by August 2, 2010
to attend only ONE meeting:**

William Miller

Phone: 914.730.9955, Ext. 228

Email: wmiller@dragados-usa.com

- Meet with Seattle Tunnel Partners (STP) key representatives
- DBE participation requirements will be discussed
- **All WSDOT certified firms encouraged to attend**
- STP will navigate the design-build subcontractor solicitation process and discuss important project information

- Projected subcontracting opportunities will be discussed
- **Design, Professional Service, Construction & Supply**

• For more project information, visit:

www.wsdot.wa.gov/projects/viaduct/contracting.htm

Potential subcontracting opportunities include (but are not limited to):

- | | | | |
|--------------------------|----------------------------|---------------------------------|------------------------------------|
| • Architectural Finishes | • Fencing | • Personal Protection Equipment | • Underground Utility Construction |
| • Asphalt | • Foundation | • Rebar | • Ventilation |
| • Concrete Barriers | • Ground Improvements | • Safety Services/Supplies | • Waterproofing |
| • Concrete Saw Cutting | • Guard Rails | • Signage | • White Concrete Paving |
| • Cement | • Hazardous Materials | • Security | • Non-traditional opportunities |
| • Demolition | • HVAC | • Spill Containment | • Cost Estimating |
| • Drainage | • Landscaping | • Traffic Control | • Office Related Services |
| • Cleaning/Inspection | • Minor Concrete/Flat Work | • Trash Removal | • QA/QC |
| • Electrical | • Miscellaneous Metals | • Transportation (Hauling) | • Scheduling |
| • Emergency Response | • Painting | • Trucking | • Surveying |

Disadvantaged business participation to include: Minority, Women, Small and Disabled Veteran businesses.

SEATTLE TUNNEL PARTNERS IS AN EQUAL OPPORTUNITY EMPLOYER

SEATTLE TUNNEL PARTNERS

Invites all subcontractors and suppliers, including Disadvantaged, Disabled Veteran, Minority, Women-Owned, Small and Local Business Enterprises to join us for our

SR 99 BORED TUNNEL DESIGN-BUILD PROJECT ALASKAN WAY VIADUCT REPLACEMENT

Washington State Department of Transportation

M/W/DBE INFORMATION MEETINGS

Tuesday, August 3, 2010

9 AM – 12 PM or 2 PM – 5 PM

Union Square Conference Center
One Union Square Boardroom (behind escalators)
600 University Street, Seattle, WA 98101
(Entrance on 6th Ave. & University St.)

**RSVP by August 2, 2010
to attend only ONE meeting:**

William Miller

Phone: 914.730.9955, Ext. 228

Email: wmiller@dragados-usa.com

- Meet with Seattle Tunnel Partners (STP) key representatives
- DBE participation requirements will be discussed
All WSDOT certified firms encouraged to attend
- STP will navigate the design-build subcontractor solicitation process and discuss important project information
- Projected subcontracting opportunities will be discussed
Design, Professional Service, Construction & Supply
- For more project information, visit:
www.wsdot.wa.gov/projects/viaduct/contracting.htm

Potential subcontracting opportunities include (but are not limited to):

- Architectural Finishes
- Asphalt
- Concrete Barriers
- Concrete Saw Cutting
- Cement
- Demolition
- Drainage
- Cleaning/Inspection
- Electrical
- Emergency Response
- Fencing
- Foundation
- Ground Improvements
- Guard Rails
- Hazardous Materials
- HVAC
- Landscaping
- Minor Concrete/Flat Work
- Miscellaneous Metals
- Painting
- Personal Protection Equipment
- Rebar
- Safety Services/Supplies
- Signage
- Security
- Spill Containment
- Traffic Control
- Trash Removal
- Transportation (Hauling)
- Trucking
- Underground Utility Construction
- Ventilation
- Waterproofing
- White Concrete Paving
- Non-traditional opportunities
 - Cost Estimating
 - Office Related Services
 - QA/QC
 - Scheduling
 - Surveying

Disadvantaged business participation to include Minority, Women, Small and Disabled Veteran businesses.

SEATTLE TUNNEL PARTNERS IS AN EQUAL OPPORTUNITY EMPLOYER

Miller, William.

From: Miller, William.
Sent: Wednesday, July 28, 2010 12:12 PM
Subject: Invitation to Information Meeting for the SR 99 Bored Tunnel Design-Build Project
Importance: High
Expires: Monday, August 02, 2010 6:00 PM
Attachments: STP DBE Information Meetings Advertisement - Rev. 7.27.10.pdf

Greetings Heavy Highway Firm!

The Seattle Tunnel Partners (STP) Joint Venture Team would like to invite you to attend one of our M/W/DBE Information Meetings for the SR 99 Bored Tunnel Design-Build Project (Alaskan Way Viaduct Replacement) for Washington State Department of Transportation on Tuesday, August 3, 2010. The first meeting will be held 9:00 am – 12:00 pm with registration beginning at 8:00 am. The second meeting will be held 2:00 pm – 5:00 pm with registration beginning at 1:00 pm. **Second meeting may better accommodate firms required to travel greater distances.**

The information meetings will introduce you to key personnel from the STP Team, discuss agency involvement, scope of work, DBE requirements (including Minority, Women, Small and Disabled Veteran Business Enterprises), navigating design-build process, access to plans/drawings/specs and Q&A. **All WSDOT certified firms are strongly encouraged to attend!**

Please see the attached flyer for more information. RSVP via email or phone by August 2nd to attend ONE meeting.

Regards,



William E. Miller, III
M/W/DBE Liaison
Dragados USA

140 Grand St., 8th Floor
White Plains, NY 10601
Tel: 914.730.9955 Ext. 228
Fax: 914.730.9954
Email: wmill@dragados-usa.com

DRAGADOS USA, INC. IS AN EQUAL OPPORTUNITY EMPLOYER



STP DBE
ormation Meetings /

Miller, William.

From: Miller, William.
Sent: Thursday, July 29, 2010 5:28 PM
To: Miller, William.
Subject: Invitation to attend M/W/DBE Information Meetings for SR 99 Bored Tunnel Design-Build Project

Importance: High

Attachments: STP MWDBE Information Meeting Advertisement.pdf

Greetings WSDOT M/W/DBE Certified Vendors!

The Seattle Tunnel Partners (STP) Joint Venture Team would like to invite you to attend one of our DBE Information Meetings for the SR 99 Bored Tunnel Design-Build Project (Alaskan Way Viaduct Replacement) for Washington State Department of Transportation on Tuesday, August 3, 2010. The first meeting will be held 9:00 am – 12:00 pm with registration beginning at 8:00 am. The second meeting will be held 2:00 pm – 5:00 pm with registration beginning at 1:00 pm. **Second meeting may better accommodate firms required to travel a greater distance.**

The information meetings will introduce you to key personnel from the STP Team, discuss agency involvement, scope of work, DBE requirements (including Minority, Women, Small and Disabled Veteran Business Enterprises), navigating design-build process, access to plans/drawings/specs and Q&A. **All WSDOT certified firms with an interest in providing subcontractor/consultant/supplier services for this design-build project are strongly encouraged to attend!**

Please see the attached flyer for more information. RSVP via email or phone by August 2nd to attend ONE meeting.

Thank you,



William E. Miller, III
M/W/DBE Liaison
Dragados USA

140 Grand St., 8th Floor
White Plains, NY 10601
Tel: 914.730.9955 Ext. 228
Fax: 914.730.9954
Email: wmiller@dragados-usa.com

DRAGADOS USA, INC. IS AN EQUAL OPPORTUNITY EMPLOYER



STP MWDBE
Information Meeting .



“DESIGN-BUILD SUBCONTRACTOR SOLICITATION PROCESS”

SR 99 BORED TUNNEL DESIGN-BUILD PROJECT

AUGUST 3, 2010 DBE INFORMATION MEETING
9:00 AM – 12:00 PM

AGENDA

<u>Agenda Items</u>	<u>Time</u>
WELCOME/INTRODUCTIONS:	9:05 – 9:15
➤ Acknowledgements	
➤ Project Overview	
➤ DBE Compliance Requirements	
THE STP TEAM:	9:15 – 9:30
➤ Joint Venture – Dragados USA, Inc./ Tutor Perini Corporation	
➤ Design – HNTB Corporation	
➤ Subcontractors – Frank Coluccio Construction Co./Mowat Construction Co.	
➤ Scope of Work	
APPROACH TO DESIGN-BUILD PROCESS:	9:30 – 10:00
➤ Design-Build Solicitation Process – Overview	
➤ Design-Build Schedule	
➤ Inform/Assist/Select/Perform	
BREAK:	10:00 – 10:30
➤ Collection of Handouts	
➤ Registration of Questions	
QUESTIONS & ANSWERS	10:30 – 11:30
AGENCY INFORMATION/ NETWORKING	11:30 – 12:00



SR 99 Bored Tunnel Design-Build Project
Alaskan Way Viaduct Replacement

“DBE Information Meeting”

Presented by:
Seattle Tunnel Partners (STP)

August 3, 2010

Project Overview

SR 99 BORED TUNNEL DESIGN-BUILD PROJECT

Step 1 – SOQ Phase

- ❑ Issue RFQ – September 2009
 - ❑ SOQ Due Date – November 2009
 - ❑ Notify Short-Listed Submitters – December 2009
- STP notified as one of 4 short-listed teams
-

Project Overview

SR 99 BORED TUNNEL DESIGN-BUILD PROJECT

Step 2 – Proposal Phase

- ❑ Issue Draft RFP – January 2010
 - ❑ Issue Final RFP – March 2010
 - ❑ Proposal Due Date – **October 28, 2010**
 - ❑ Contract Award - **January 2011**
(Announce Apparent Best Value Proposal)
-

DBE Compliance Requirements

Contractor's Good Faith Efforts – pursuant to 49 CFR Part 26:53

1. Successful bidder shall be selected on the basis of having the lowest responsive bid and, in order to be responsive, making good faith efforts to meet the DBE goal.
 - ❑ Bidder can meet the established DBE goal
 - ❑ If bidder does not meet the established DBE goal, the bidder can document it adequate good faith efforts
-

DBE Compliance Requirements

Contractor's Good Faith Efforts – pursuant to 49 CFR Part 26:53

2. Should the low and otherwise responsive bidder fail to attain the goal and provide adequate good faith effort documentation in the bid submittal, its bid may be rejected and the next low responsive bid accepted.

RFP dated May 26, 2010 – 1.5.8.1 DBE Goals

- WSDOT has established a DBE Goal in the amount of 8% of the Contract Price.
-

DBE Compliance Requirements

DBE Participation Requirements – pursuant to 49 CFR Part 26

RFP dated May 26, 2010 – 1.5.8.2 DBE Plan

- To be eligible for award of the Contract, each Proposer must submit a DBE Performance Plan as part of its responsive Proposal.
 - The DBE Performance Plan shall reflect the Design-Builder's good faith efforts to achieve the DBE goal, and is considered a condition for the selection of a successful Proposer.
-

DBE Compliance Requirements

DBE Participation Requirements – pursuant to 49 CFR Part 26

RFP dated May 26, 2010 – 1.5.8.2 DBE Plan

- The DBE Performance Plan is a **pass/fail** factor. Failure to achieve a “pass” rating on this pass/fail factor shall result in the Proposal being declared non-responsive and the Proposer being disqualified.
 - To receive a “pass” rating on this factor, the DBE Plan must satisfy the following requirements:
-

DBE Compliance Requirements

DBE Participation Requirements – pursuant to 49 CFR Part 26

RFP dated May 26, 2010 – 1.5.8.2 DBE Plan

- A. The DBE Plan shall include a detailed description of the Design-Builder's GFE's for achieving the DBE goal.

 - B. The DBE Plan shall document how the Proposer will obtain sufficient DBE participation to meet the DBE goal.
-

DRAGADOS USA

Tutor Perini
CORPORATION

SEATTLE TUNNEL PARTNERS

HNTB

The STP Team

Seattle Tunnel Partners (STP) consists of:

Dragados USA, Inc. – JV Leader

Tutor Perini Corporation – JV Member

HNTB Corporation – Design

Frank Coluccio Construction Co. – Subcontractor

Mowat Construction Company – Subcontractor

Concrete Technology Corporation - Supplier

Joint Venture Partners

Seattle Tunnel Partners, a joint venture between Dragados USA, Inc. & Tutor Perini Corporation

- Dragados-USA, joint venture leader, is New York based and a wholly owned subsidiary of Dragados, S.A., the construction division of ACS Group of Spain
 - Dragados-USA brings experience on large bore soft-ground tunnels, including the 49.5-foot diameter Madrid M-30 South Bypass Tunnel, the 39.4-foot diameter Barcelona Line 9 Metro Extension, the 30.8-foot diameter Madrid Metro Line 11 Extension and two MTA East Side Access Tunnels in New York
-

Joint Venture Partners

Seattle Tunnel Partners, a joint venture between Dragados USA, Inc. & Tutor Perini Corporation

- Tutor Perini, joint venture member, is based in Sylmar, California
 - Tutor Perini is a civil and building construction company engaged in public works construction throughout the US
 - Tutor Perini's current projects include the Bay Area Rapid Transit extension to the San Francisco International Airport, the I-80 Bay Bridge West Approach project to remove and replace one mile of I-80 and six on/off ramps and the recently completed \$1.1 billion JFK AirTran project to construct an 8.8 mile-long light rail transit system in New York.
-

Design Firm

Seattle Tunnel Partners, a joint venture between Dragados USA, Inc. & Tutor Perini Corporation

- HNTB, in association with Hart Crowser and Intesca, brings a combination of local and international design experience and expertise
 - HNTB has extensive experience with WSDOT and has delivered projects such as the I-90 Mount Baker Ridge Tunnel and the Tacoma Narrows Bridge Design-Build Project
 - HNTB is currently designing Sound Transit's University Link 18.8-foot diameter twin bore tunnel project
-



Design Team

HNTB



Local Subcontractors

Frank Coluccio Construction Company (FCCC)

- Frank Coluccio Construction, based in Seattle, WA, has consistently operated in a wide range of climatic, hydrologic and geologic conditions for over 40 years
 - FCCC is a general contractor that primarily undertakes large-scale public works projects and is currently a licensed contractor in 35 states
 - FCCC has successfully completed a number of projects within the State and in the region, including Alaska and Hawaii
 - FCCC was the contractor for WSDOT's Alaskan Way Viaduct electrical line relocation project and is successfully delivering on King County's Brightwater tunnel projects
-

Local Subcontractors

Mowat Construction Company (Mowat)

- Mowat Construction Company, based in Woodinville, WA, began in 1964 specializes in major civil and structural projects requiring unique specifications, including design-build projects
 - Mowat's core capabilities include: Concrete Structures, Steel Structures, Bridge Remodel & Restoration, Piling Foundations, Park & Architectural Concrete and Transit.
 - Mowat projects successfully completed include the City of Seattle's Fremont Bridge Approach Replacement and the Port of Seattle's SEATAC Airport S. 160th Street Loop
-

Local Supplier

Concrete Technology Corporation (CTC)

- Concrete Technology Corporation, based in Tacoma, WA, pioneered the development of the prestressed concrete industry in the United States
 - Initial production facility built in 1951, CTC became the first prestressing factory building in the country
 - CTC will manufacture and supply pre-cast concrete
-

Scope of Work

Design-Build Contracting

- Design-Build or “Turnkey” contracting means; hiring a team to both design and construct, in lieu of the standard and proven practice of keeping the design process separate from construction contracting (Design-Bid-Build).
 - One major difference is that Design-Build selection is based on several factors including qualifications, innovation, schedule and price.
-

Design-Build Schedule

Design-Build Contracting

- In standard Design-Bid-Build contracting, selection of a Design firm is based on qualifications, and selection of a construction firm is based strictly on low bid.
 - With the ideal Design-Build project, initial design takes place, designers obtain feedback from their building partner, design proceeds further, construction begins, feedback continues, design is complete, and then construction is completed.
-

STP Approach

DBE Goal = 8% of total contract

- Design (professional service firm opportunities)
 - Supplier (equipment, construction materials, safety tools/supplies)
 - Construction (professional service and subcontract opportunities)
 - JV will promote design opportunities, develop subcontractor goals, and review work tasks for additional M/WBE participation
 - JV will promote non-traditional construction opportunities to increase Small Business opportunities and increase overall participation
-

STP Approach

- JV to develop protocol for mentoring of DBE subcontractors
 - JV will submit a detailed DBE Participation Plan with proposal
 - JV will seek to increase participation with schedule/work changes
 - JV looking at initiatives to create opportunities for certified M/WBEs in addition to certified DBEs for certain services
 - Design firm to implement DBE participation on final design; provide new design opportunities when contract starts
 - Good Faith Efforts: On-going & Continuing for the life of the project
-

STP Approach

4 Step Approach

- Inform: Provide Information
 - Assist: Specialized Assistance (Technical, Financial, Bonding)
 - Select: Negotiate! Negotiate! Negotiate!
 - Perform: Complete on-time and within budget
-

STP Approach

- Review WSDOT vendor directories (all certified firms)
 - Host DBE Information Meetings & meet with interested firms
 - Produce/publish/advertise subcontract work categories
 - Provide written notice to interested, certified DBEs
 - Bid solicitation process (supply quote solicitation packages)
 - Evaluate and negotiate ALL RESPONSIBLE QUOTES
 - Provide assistance to all potential DBE subcontractors re. technical & administrative requirements of the work units
-

STP DBE Approach

- Proposal due : October 28, 2010
 - Work to meet the 8% DBE Participation Goal requirement
 - Help re-build the physical tunnels and streets by bridging gaps and paving roads to opportunities for Disadvantaged, Minority, Women-Owned, Small and Local business throughout Washington State and the greater Seattle community.
-

Key Information

Contract Requirements – DBE Certification

- The successful bidder will obtain verification of OMWBE certification from the DBE business firm
 - Certification must identify firm as being eligible for DBE status
 - The successful bidder will have the responsibility of verification with OMWBE that the DBE firm's certification is current
 - Firm must be certified in the category of work to be performed (specific NAICS codes, not general)
-

Handouts

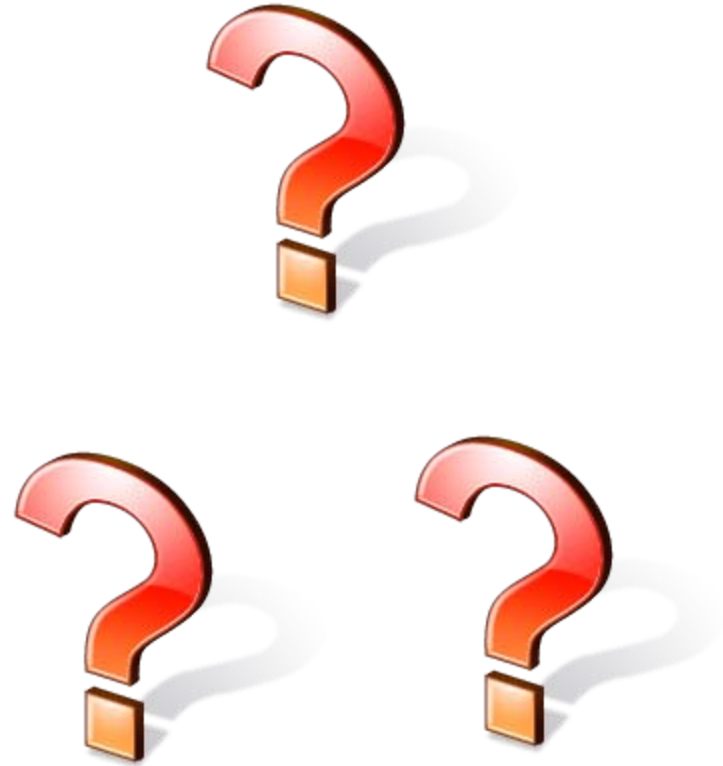
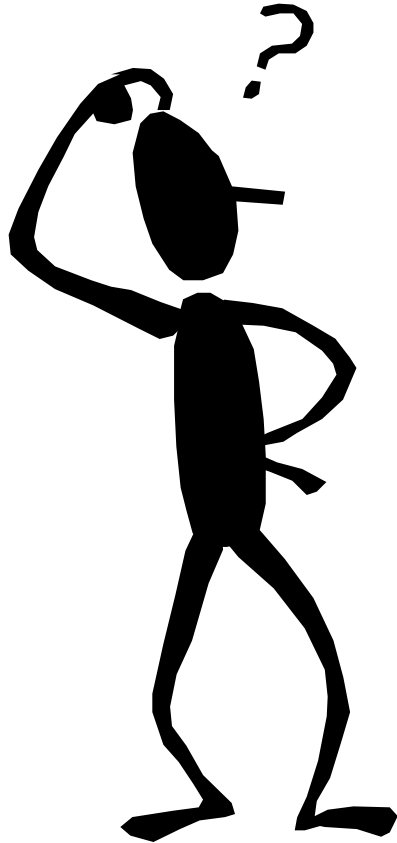
Project Information

- Subcontracting Opportunities

Complete & Submit

- Participant Questionnaire
 - Subcontractor / Supplier / Vendor Profile
-

Questions & Answers



WSDOT / Networking



Contact Information

- **Gabriel Heredero – Proposal Manager, Dragados USA (JV Leader),**
phone: (425) 456-8569, email: gsherederor@dragados-usa.com
 - **William E. Miller, III – D/M/WBE Liaison, Dragados USA (JV Leader),**
phone: (425) 456-8628, email: wmiller@dragados-usa.com
 - **D. L. “Josh” Randall – Tutor Perini Corporation (JV Member),**
phone: (425) 456-8638, email: joshr@tutorsaliba.com
 - **Dan H. Dixon – HNTB Corporation (Design Firm),**
phone: (425) 455-3555, email: ddixon@hntb.com
 - **Don Bergman – Frank Coluccio Construction Co. (Subcontractor),**
phone: (206) 722-5306, email: don@coluccio.com
 - **Chuck Monninger – Mowat Construction Co. (Subcontractor),**
phone: (425) 398-0205, email: chuck.monninger@mowatco.com
 - **Ron Brusseau – Concrete Technology Corp. (Supplier),**
phone: (253) 383-3545, email: rbrusseau@concretetech.com
-

Closing

Thank You!



Seattle Tunnel Partners (STP) Team

First Name	Last Name	Firm Name	Job Title	Email Address
Lourdes	Bello	Alcantar & Associates	Project Administrator	Lbello@alcantarassoc.com
Michelle	Anderson	Anderson Environmental Consulting		anderenv@q.com
Janene (Jan)	Siers	Atlas Supply Inc.	Owner/CEO	
Todd	Bennett	Atlas Supply Inc.	Vice President	todd.bennett@atlassupply.com
Ato	Apiafi, AIA	Ato Apiafi Architects PLLC	Architect	ato.a@atoapiafi.com
Edward	Jones	BEST Construction Control & Layout Services,		
Edward	Jones	BEST Construction Control & Layout Services,		edward@bestccls.com
Michael	Moore	BEST Construction Control & Layout Services,		m.moore@bestccls.com
Bill	Bolima	Bolima Drafting & Design, Inc.		bbolima@bolima.com
Charles	Horn	Charles R. Horn Insurance	Insurance Agent	charleshorn@msn.com
Noli	Torres	Chudgar Engineering Company	Design Engineer	etorres@chudgar-eng.com
Samir	Chudgar	Chudgar Engineering Company		samir.chudgar@chudgar-eng.com
Mary	Stiehler	Clean Stream Environmental Consulting	Owner	marystiehler@cleanstreamenviro.com
John	Nunn	Clear Water Compliance Services, Inc.		jnunn@ch2ocsi.com
Brook	Maples	Coastal Project Controls, Inc.	President	bmaples@coastalprojectcontrols.com
Hardy	Li	Convergent Pacific	Principal	hardy_li@convergentpacific.com
Marcela	Harmon	Cypress Flooring & Design		cypressflorrng@usa.com
Mary	Guthmiller	DBE Electric Inc.	President	mary@dbeelectricinc.com
Nani	Fischer	De Los Santos Construction, Inc.	Project Coordinator	info@disantos.com
Hans	Korve	DMP	Planning Manager	hans@dmp-inc.us
Gary	Norris	DN Traffic Consultants	P.E., P.T.O.E.	gary.norris@comcast.net
David	Atkins	Eastside Communications, Inc.		david@eastsidecommunications.com
Joan	Kenton	EHS International	Business Development	joank@ehsintl.com
Raymond	Clevenger	Fine Painting & Allied Services	District Manager	rayclevenger@fine-or.com
Caroyln	Duncan	Frause	Senior Associate/Public	cduncan@frause.com
Adriana	Medina	Fuerte Fitness		adriana@fuertefitness.com
Cory	Baldwin	Geocomp Corporation	Director	cbaldwin@geocomp.com
W. Allen	Marr	Geocomp Corporation		wam@geocomp.com
Girma	Haile-Leul	GHL Consultants		girmah@ghlconsultants.com
Rodney	Proctor	Gladstone Enterprises		rproctor@gladstoneenterprises.com
Kim	Grady	Grady Excavating		kim@gradyexcavating.com
Frank	Falaniko	Green City Inc.	President	ffalaniko@aol.com
Suzanne	Dudziak	Greylock Consulting	Principal Hydrogeologist	greylockllc@comcast.net

First Name	Last Name	Firm Name	Job Title	Email Address
Carl	Griffin	Griffin, Hill & Associates, LLC	CEO	ghagriffin@qwestoffice.net
Kiyana	Daba	Griffin, Hill & Associates, LLC		ghadaba@qwestoffice.net
Kathy	Killman	Icicle Creek Engineers		kkillman@iciclecreekengineers.com
Joseph	Rogel	Idea Entity	Technical Recruiter	joseph.rogel@ideaentity.com
Lyn	Grey	JTS Manage Services	Marketing/Business	Lyn@jtsmanageservices.com
Kristen	Betty	KBA, Inc.	President	kbetty@kbacm.com
Karen	Lee	KDR Contractors, LLC	Owner	klee@kdrcontractors.com
Nik	Pflugrath	Keeney's	Supplies & Furniture	nikp@keeney.com
Shu	Osada	Kodo Construction, Inc.		shu@kodoconstruction.com
Robin	Webber	Lane and Associates	Relocation & Right of	casarobina@hotmail.com
Fred	Anderson	Leajak Concrete Construction Inc.	President	Fred_Leajak@verizon.net
Gerard	Manley	Leica Geosystems	Vice-President	gerard.manley@leicaus.com
Denise	Simpson	Lightwire, Inc.	Principal	dsimpson@LtWire.com
Timothy	Beckerle	Mayes Testing Engineers, Inc.	Branch Manager	
Austin	Huang	Merit Engineering Inc.	Principal	merit@MeritEngineering.com
Teresa	Reed-	Millennium Engineering Group, Inc.	President	teresa@2001egi.com
Mitra	Mohandess	Mita Mohandessi Architecture		mitra@mohandessi.net
Weiming	Bian	Northwest Civil Engineers PLLC	Principal	bianw@nwcivilengineers.co
Julie	Pham	Northwest Vietnamese News	Managing Editor	julie@nvnorthwest.com
Samuel	Obunike	O'Bunco Engineering		sobunike@obuncoengineering.com
Joe	Baldwin	Oceanside Construction		jbatosc@yahoo.com
Jeff	Rabe	Otto Rosenau & Associates, Inc.	Project Manager	jeff@ottoroseneau.com
Regina	Glenn	Pacific Communications & Consultants, Inc.	President/CEO	rglenn@pccus.com
Ben	Petersen	PLS, Inc. - Professional Land Surveyors	Vice President	benp@plsincsurvey.com
Allan	Mamaril	Precision Concrete Cutting	Owner/Operator	alcutter1@hotmail.com
Dave	Behrendt	Rebar International	Area Superintendent	dave@rebarinternational.com
Jodie	Behrendt	Rebar International	Vice President	jodie@rebarinternational.com
Jaime	Saez	Saez Consulting Engineers, Inc.		jaime@saezconsult.com
Michael	Saez	Saez Consulting Engineers, Inc.		mike@saezconsult.com
John	Feit	Schemata Workshop		john@schemataworkshop.com
Cass	Tang	Synergy Corporation		cass.tang@synergycorps.com
Edmund	Tawiah	TCC & Associates, Inc.	Principle Engineer	etawiah@tccengr.com
Michelle	Poole	The Design Poole		michelle@thedesignpoole.com

First Name	Last Name	Firm Name	Job Title	Email Address
Judy	Talley	The Talley Group		TalleyJ@thetalleygroup.com
Mitiku	Geleta	Tiger American Trucking Company LLC		
Frank	Fitzpatrick	Towill, Inc.	Project Surveyor	frank.fitzpatrick@towill.com
Phillip	Tuivai	Tuivai Excavating, Inc.		PhillipTuivai@msn.com
Susan	BelCher	United Professional Caulking & Restoration, Inc.		Susan@uniproseal.com
Buzz	Desjarlais	Warrior Electric	Owner	buzz@warriorelectric.com
Daniel	Ackerman	White Shield	Survey Manager	dackerman@whiteshield.com
Stephen	Phillips	White Shield	Survey Project Manager	sphillips@whiteshield.com
Todd	Williams	White Shield	Office Manager	twilliams@whiteshield.com

Miller, William.

From: Miller, William.
Sent: Thursday, August 05, 2010 8:04 PM
To: Miller, William.
Subject: STP JV August 3rd DBE Information Meeting Power Point and Handouts
Attachments: STP JV August 3rd DBE Information Meeting Power Point.pdf; Subcontracting Opportunities - Handout.pdf; Participant Questionnaire - Handout.pdf; Subcontractor_Supplier_Vendor Profile - Handout.pdf

Greetings M/W/DBE Vendors!

The Seattle Tunnel Partners (STP) Joint Venture Team would like to thank you for attending one of our DBE Information Meetings for the SR 99 Bored Tunnel Design-Build Project (Alaskan Way Viaduct Replacement) on Tuesday, August 3, 2010. With your assistance the STP JV will be more successful in meeting and/or exceeding the 8% DBE Participation Goal established for this project.

Now that you have been introduced to key project personnel, provided an overview of WSDOT's requirements for DBE participation including good faith efforts, and have a general understanding of where we are with respect to initial design we want to continue moving forward with identifying firms for subcontract opportunities. ***Your communication and response during this process is critical.***

Please find attached a copy of the STP JV power point presentation, subcontracting opportunities form, participant questionnaire and subcontractor/supplier/vendor profile for your review. Those firms that have completed and submitted the participant questionnaire and subcontractor/supplier/vendor profile forms we will be contacting you to discuss opportunities. If your firm has not completed and submitted these forms to the STP JV please forward to my attention via email or fax. The contact list for both information meetings is being prepared and will be sent to you under separate cover.

Regards,

William E. Miller, III
M/W/DBE Liaison
Dragados USA

140 Grand St., 8th Floor
White Plains, NY 10601
Tel: 914.730.9955 Ext. 228
Fax: 914.730.9954
Email: wmiller@dragados-usa.com

DRAGADOS USA, INC. IS AN EQUAL OPPORTUNITY EMPLOYER

9/14/2010



SR 99 BORED TUNNEL DESIGN-BUILD PROJECT

SUBCONTRACTING OPPORTUNITIES

Potential subcontracting opportunities, including but not limited to:

- * Architectural Finishes
- * Asphalt
- * Cement
- * Cleaning Services
- * Concrete Barriers
- * Concrete Saw Cutting & Sealing
- * Cost Estimating
- * Demolition
- * Drainage
- * Electrical
- * Emergency Response
- * Environmental Services
- * Fencing
- * Foundation
- * Ground Improvements
- * Guard Rails
- * Hazardous Materials Removal
- * HVAC
- * Landscaping / Irrigation
- * Minor Concrete/Flat Work
- * Miscellaneous Metals
- * Office Related Services
- * Painting
- * Personal Protection Equipment
- * Promotional Products
- * QA/QC
- * Rebar
- * Safety Services/Supplies
- * Scheduling
- * Security
- * Signage – New/ Replacement/ Repair
- * Spill Containment Services
- * Surveying
- * Traffic Control
- * Trash/Debris Removal
- * Trucking / Transporting / Hauling
- * Underground Utility Construction
- * Ventilation
- * Waterproofing
- * White Concrete Paving

For additional information, visit www.wsdot.wa.gov/Projects/Viaduct/contracting.htm

PROJECT INFORMATION

WSDOT Alaskan Way Viaduct Replacement Program / SR 99 Bored Tunnel Information:
<http://www.wsdot.wa.gov/Projects/Viaduct>

WSDOT Request for Proposal (RFP) Technical Documents:
<http://www.wsdot.wa.gov/biz/contaa/DESIGNBUILDCONTRACTS/SR99AWVBoredTunnel/DEFAULT.htm>



SR 99 BORED TUNNEL DESIGN-BUILD PROJECT

SUBCONTRACTOR/ SUPPLIER/ VENDOR PROFILE

Firm's Legal Name: _____

DBA: _____

Contact Person / Title: _____

Mailing Address: _____ Floor/Suite: _____

City/ State/ Zip: _____

Phone/ Office: _____ Other: _____ Fax: _____

Email: _____ Website: _____

Firm Type: Subcontractor Supplier Service No. Years In Business?: _____

Licensed Contractors? Yes No Insured? Yes No Union? Yes No

Craft Union Locals: _____

Are you Certified as a: DBE MBE WBE SBE Disabled Veteran

Certifying Agency Certification # Type (D/M/W) Expiration Date

Certifying Agency Certification # Type (D/M/W) Expiration Date

Certification No. (specify all that apply): DBE _____ M/WBE _____

Firm's Primary Business Specialty: _____

Type of Work (Main) N.A.I.C.S. Code Description

Type of Work (Other) N.A.I.C.S. Code Description

Type of Work (Other) N.A.I.C.S. Code Description

Have you done work for?: WSDOT Tutor Perini HNTB FCC Mowat

If YES, please describe: _____



SR 99 BORED TUNNEL DESIGN-BUILD PROJECT

AUGUST 3, 2010 DBE INFORMATION MEETING

PARTICIPANT QUESTIONNAIRE

Reference: _____

Question: _____

Reference: _____

Question: _____

Do you have a specific technical assistance question for STP?

YES NO Type: _____

Would you like STP to host a specific type of workshop?

YES NO Type: _____

Do you want a copy of the attendees list emailed to you?

YES NO

Name/Title: _____

Company Name: _____

Email: _____

EMPLOYMENT PLAN

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



Washington State
Department of Transportation



Appendix A.4

Employment Plan

a) Objective and Overview

STP is committed to actively recruiting, training, and employing an ample supply of qualified labor and an uninterrupted supply of materials to complete the SR 99 Bored Tunnel Alternative Design-Build Project on time and within budget. Our goal is to employ a workforce that reflects the best available skilled and craft labor within and outside of the Central Puget Sound area to support these efforts. Through ongoing communication and community involvement efforts, STP will proactively encourage, recruit, train, and employ all individuals, including minorities and women, seeking employment on the viaduct project and the construction industry in general.

To implement these recruitment efforts, STP and its subcontractors, including First-Tier and Sub-Tier firms, will make a maximum effort to contact public and private sector workforce training programs on employment opportunities associated with the project. In addition, STP will require its managers, supervisors, subcontractors, and employees to be fully accountable for adherence to all WSDOT On-The-Job Training Program goals, Equal Employment Opportunity, and Affirmative Action policies on the project. These efforts will be in addition to any apprenticeship training requirements by WSDOT or the local labor unions.

To meet these requirements, STP and its subcontractors will ensure that the minimum percent of labor hours will be performed by local, state-registered apprentices in each apprentice applicable trade. To fill the apprenticeship training positions, STP and its applicable subcontractors will work closely with local labor agencies to use all craft labor, including minorities and women, who are currently registered in an approved apprenticeship

or training program. To document results, we will track the use of apprentices on a monthly basis from certified payrolls.

Ultimately, our goal is twofold: (1) to recruit, hire, and train a sufficient supply of qualified workforce from within and outside of the Central Puget Sound area to participate on the project and (2) to ensure that we maintain an ample supply of skilled and craft labor for duration of this project. Our team includes a DBE Liaison and Subcontractor and Labor Manager (who will serve as our EEO Officer) who are responsible for managing the process and ensuring compliance with all contract requirements. Our Employment Plan includes the following initiatives:

b) Affirmative Action Policy Statement

It is the policy of STP to be fair and impartial in all of its relations with employees and to recognize the dignity of the individual. We seek to recruit, hire, and train a workforce that mirrors the local community in the representation of skilled and craft laborers in all trades and levels. STP and its subcontractors will promote and afford equal treatment and service to all employees and individuals seeking employment on the project.

We will identify positive steps to overcome the effects of past or present barriers to assure that the targeted workforce is reflective of the communities affected by the project. This plan will ensure equitable participation and discourages and remedies discriminatory actions.

c) Equal Employment Opportunity Policy Statement

It is the policy of STP to set forth results-oriented policies and commitments of good faith to attain fairness and equity in the administration of all employment practices such as recruitment, hiring, training, job assignments, and more. Our employment initiatives promote the creation of a qualified and diverse skilled and craft labor workforce and an inclusive, open work environment that is free from discrimination and harassment based on race, creed, color, national origin, gender, age, disability, sexual orientation, marital status, and Disabled Veteran status.

STP's goal is to achieve a level of diversity in our employment that is at least proportional to the diversity found within and surrounding the Central Puget Sound area general or labor market population. Our policies and practices will be free of any barriers that tend to negatively impact females and minorities in the recruitment and selection process.

We will make known to WSDOT contracting departments our EEO and DBE Officers who will have the responsibility for effectively administering and promoting our employment program. Our EEO and DBE staff will embrace and vigorously support WSDOT's EEO policy and goals for achieving a diverse workforce and encourage the same throughout our subcontractors and subconsultants (all tiers). We will post in conspicuous places, available to employees and applicants for employment, notices to be provided by WSDOT's Office of Civil Rights/Affirmative Action/EEO setting forth provisions of this and other nondiscrimination clauses.

STP and our subcontractors, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of our team, state that all

qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sexual orientation, or disability.

STP and our subcontractors, where applicable, 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 by the Office of Civil Rights/Affirmative Action/EEO, advising the labor union or worker's representative of our commitments under this employment plan and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

We believe that an effective employment plan cannot be passive. We intend to be receptive and aggressive in both the identification and the elimination of inequitable policies, practices and procedures of any organization, subcontractor or labor union agreement associated with this team that could result in unlawful employment discrimination and the continued misrepresentation of diversity within our workforce. An effective equal employment opportunity plan benefits everyone, at all levels of our workforce, in the full use of the talents, resources and skills of all workers participating on this project as well as the positive message of fair treatment regarding our hires and trainees in the community.

d) On-The-Job Training Program

Our employment plan includes training provisions based upon proven on-the-job training techniques, meetings, dissemination of new design information, state-of-the-art methodologies, ethics, and fostering our continuing education. Our team will include both its own hires and those from subcontractors and subconsultants.

The employment plan also includes training provisions for the continued employment of skilled and craft laborers. We will institute provisions that allow workers to move within the team to additional areas of work throughout the construction period to prevent labor from leaving the project and to ensure that we have adequate skilled and craft laborers for the duration of the project.

e) Employment Plan Policies and Goals

All project personnel who will be authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are essentially involved in such action, will be made fully cognizant of, and will implement, our employment plan and any contractual obligations to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken at a minimum:

- Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six months, at which time our employment plan and EEO initiatives will be reviewed and explained. The meetings will be conducted by our DBE and EEO Officers.
- All new supervisory or personnel office employees will be given a thorough indoctrination by the DBE and EEO Officers, covering all major aspects of our workforce initiatives within thirty days following their reporting for duty.
- All personnel who are engaged in direct recruitment for the project will be instructed by the DBE and EEO Officers of our procedures for recruiting, hiring and training skilled and craft labor workforce for this project.

- Notices and posters setting forth our hiring and recruitment policies, including EEO initiatives, will be placed in areas readily accessible to employees, applicants for employment and organizations, colleges and universities, employment agencies and other employment programs that we partner with to promote employment opportunities for the duration of the project.
- WSDOT's EEO policy and the procedures to incorporate and implement these requirements will be brought to the attention of employees by way of meetings, postings, notifications and other appropriate means.

Program Goals for Mentoring on Design-Build Projects

When advertising for skilled and craft laborers, we will include in all advertisements our contact information, identification of our EEO Officer, description of positions, requirements, identification of available training programs, and any/all other relevant information to encourage participation. We will also place all such advertisements in publications having a large circulation among minority groups in the area from which the project workforce would normally be derived.

- We will, in accordance with our negotiated project labor agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified skilled and craft labor group applicants. To meet this requirement, we will identify procedures whereby labor applicants may be referred to us for employment consideration.

Training Initiatives

After recruiting skilled and craft laborers, we will advise applicants for employment of available training programs and entrance requirements for each.

- We will, in accordance with our negotiated project labor agreement and consistent with workforce requirements permissible under Federal and State regulations, make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance.
- Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as flag person, timekeeper, office engineer, estimator, bookkeeper, clerk, or secretary. Hours performed in crafts, which are not apprenticeable occupations, will be exempt from the training requirements.
- Exemptions to training requirements will be discussed and approved prior to starting work on the project.
- On-The-Job Training shall include all approved programs. These will be conducted by direct supervisors, site managers and outside sources. In addition, STP will initiate several project-specific training programs that are integral to the nature of its business and will discuss the following:
 - New Employee Orientation
 - Tool Training
 - Equipment Training
 - Daily Tool Box Meetings
 - Safety Trainings
 - Hazard Analysis Review
 - Project Mass Training Sessions and Meetings

Union Agreements and Initiatives

We believe that an effective strategy to recruit local skilled and craft labor and avoid work stoppages as the result of labor disputes was to seek and negotiate a project labor agreement with the local labor unions. Our employment plan relies in part upon unions as a source of employees and our team's collective best efforts to obtain the cooperation of such unions to increase opportunities for all laborers, including women and minorities within the unions, to participate on the project. Actions by us either directly or through the PLA will include the initiatives set forth below:

- We will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more skilled and craft laborers for membership in the unions and increasing the available workforce pool of candidates available to participate for the duration of the project.
- We will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.
- In the event the union is unable to provide us with a reasonable flow of skilled and craft laborers with the time limit set forth in the project labor agreement, we will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, or disability; making full efforts to obtain the most qualified and/or qualifiable laborers available.

Records and Reporting Initiatives

We shall keep such records as necessary to document compliance with WSDOT's workforce and EEO requirements for the duration of the project. Such records will be retained for the required period following completion of the contract work and will be available at reasonable times and places for inspection/review by authorized representatives of WSDOT. The records kept by us shall document the following:

- The number of skilled and craft laborers, including women and minorities, employed in each work classification on the project.
- The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for individuals within and outside of the Central Puget Sound area.
- The progress and efforts being made in locating, hiring, training, qualifying, and promoting skilled and craft labor workforce on the project.
- The progress and efforts being made in securing the services of subcontractors and subconsultants with meaningful minority and female representation among their employees.
- We will submit an annual report to WSDOT for the duration of the project indicating the number of minority, women and non-minority group laborers currently engaged in each work classification required by the contract work. If on-the-job training is being required by special provision, we will collect and report the training data as well.

f) Use Unions and Community Organizations to Recruit

When requesting, recruiting, hiring, training, or replacing skilled and craft laborers on this project, we shall:

- Make reasonable and necessary efforts to employ a qualified, diverse workforce, especially to correct any potential EEO concerns. Such actions will include requests for local applicants, including women and minorities. We will provide notification of any job opportunity to ensure that we provide a reasonable effort to recruit, hire and train all available labor within and outside of the project area.
- Document all of our employment efforts. Documenting our efforts for review or submission would show that we have satisfied the requirement to maintain ample levels of available skilled and craft labor workforce for the duration of the project and should include:
 1. Requests to union halls for signatory contractors
 2. Requests to union or open shop apprenticeship programs
 3. Requests to community resources who assist contractors with recruitment and referral of workers

g) Implementation of Employment Plan

This Employment Plan is the instrument for ensuring the ample supply of skilled and craft labor and an un-interrupted supply of materials, allowing for the timely completion of the project. Our methodology begins with a process of analysis that recognizes both the available and unavailable labor pools and setting in place systems to insure that we recruit, hire, and train a qualified workforce sufficient to meet the employment demands for the duration of the project.

Our goal to hire both within and outside of the direct labor market area will allow us to maintain a sufficient workforce that meets the demands of the construction schedule. Our training programs and initiatives will allow us to maintain a qualified workforce capable of meeting the demands of such a specialized, high-risk design-build project. The implementation of the project Community Workforce Agreement for the SR 99 Bored Tunnel Alternative Design-Build Project with Building Trades Union will ensure our ability to maintain efficient performance, secure optimum quality and productivity, and eliminate strikes, lockouts or delays in the performance of the work undertaken by WSDOT and STP.

We will provide opportunities to both skilled and craft laborers so that they can fairly compete for employment on the SR 99 Bored Tunnel Alternative Design-Build Project. We will make the required efforts to meet and/or exceed the necessary workforce goals for this contract. To do so, this employment plan has identified our approach to recruiting, hiring, training, and monitoring a qualified labor force, which we intend to be an on-going and continuous process, for the duration of this contract.

h) Criteria for Evaluating Effectiveness of Program

Records and reporting initiatives: We have proactive methodologies (previously detailed) in place to attract and maintain the level of the participation of skilled and craft labor on this project.

Meeting sufficient employment goals

We will measure achievement of the employment goals by a determination of qualified labor participation, based on the labor reports for workers actually performing on the project. We will also maintain union records, certified payrolls and project schedules to verify that we have maintained an ample supply of laborers and an un-interrupted supply of materials to complete the project on-time and within budget.

Actual data on workforce, training programs, and union labor agreement

The EEO Officer will work with the DBE Liaison Officer to provide actual data on the on-the-job performance of qualified skilled and craft laborers, the effectiveness of our recruitment, hiring and training programs and the effectiveness of our collective bargaining agreement with the union building trades to prevent work stoppages, labor disputes, or lockouts and while receiving optimum quality and productivity.



i) Exhibits

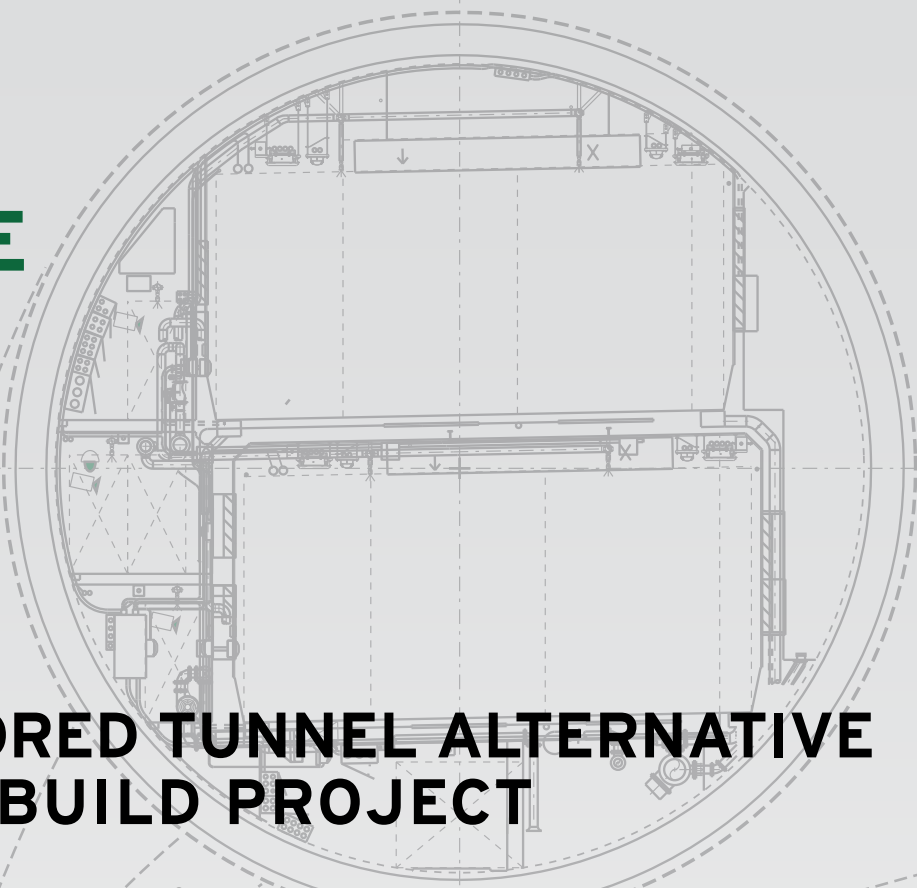
- Workforce Training and Hiring Plan – Contractor Checklist
- Exhibit 1: Recommended Recruitment & Retention Practices
- Exhibit 2: Projected Hiring Needs
- Exhibit 3: Request for Apprentice Form
- Exhibit 4: Monthly Employment/Training Report
- Exhibit 5: Apprenticeship Ratio Data

j) Online Job Boards/ Recruitment Resources:

- www.wajobsboard.com
- www.thenewstribune.com/careerbuilder
- www.nwjobs.com (The Seattle Times)
- www.pnwcareers.com
- www.kingcountyjobs.org
- www.seattlerecruiter.com
- www.seattle.preferredjobs.com
- www.seattlejobs.org



FORM E



SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



FORM E
IDENTIFICATION OF PROPOSER, GUARANTORS, MAJOR PARTICIPANTS,
EARTHWORK SUBCONTRACTORS, STRUCTURES SUBCONTRACTORS AND EACH
SUBCONSULTANT AND SUBCONTRACTOR PERFORMING 20 PERCENT OR MORE OF
THE DESIGN-BUILD WORK

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

Name of Entity and Contact Information (address, representative, phone, fax, e-mail)	Role In Organization (e.g., Design-Builder, Equity Owner in Proposer, Guarantor, Other Major Participant or Subcontractor)	State of Washington Contractor License and License Limit (attach copies)	Description of Work/Services
Dragados-USA, Inc. Antonio J. Nieves Guadix 500 Fifth Ave., New York, NY 10110 1-212-779-0900 anievas@dragados-usa.com	Design-Builder	CC01 DRAGUI912QR 11/17/2011	Self-perform the following (but not limited to): Earthworks, Tunnel, Systems Installations, Structures, Buildings
<i>John</i> Tutor Perini Corporation (Jack) Frost <i>912</i> 15901 Olden Street Sylmar, CA 91342 1-818-362-8391 jfrost@perini.com	Design-Builder	<i>CC01</i> <i>PER INC*310M8</i> <i>1/8/2011</i>	Self-perform the following (but not limited to): Earthworks, Tunnel, Systems Installations, Structures, Buildings
HNTB Corp. Daniel H. Dixon 600 108 th Ave. NE 9 th Fl. Bellevue, WA 98004 1-425-450-2529 ddixon@hntb.com	Designer		Design

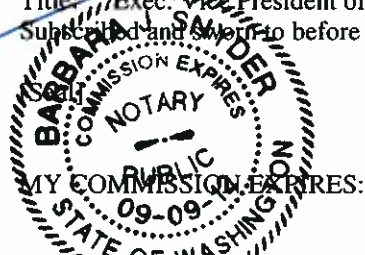
The undersigned hereby certifies that the above information is true and correct and that the Proposer has not entered into any substantive negotiations with any entity that falls within the definition of "Major Participant" resulting in an agreement to enter into any Subcontracts with respect to the Project, except for those listed above.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing declaration is true and correct.

STATE OF Washington)
) SS:
 COUNTY OF King)

The undersigned, being first duly sworn, deposes and says that Antonio Jose Nieves Guadix is the Exec. Vice President of Dragados-USA, Inc. and (Jack) Frost is the Exec. Vice President of Tutor Perini Corporation, which entities are the Partners of SEATTLE TUNNEL PARTNERS, the Proposer identified in the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

Signature: _____
 Printed Name: Antonio Jose Nieves Guadix
 Title: Exec. Vice President of Dragados-USA, Inc. Exec. Vice President of Tutor Perini Corporation
 Subscribed and sworn to before me this 14 day of October, 2010.



Barbara Snyder
 Notary Public in and for said County and State

9/9/2012



State of
Washington

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
OLYMPIA WA
PERMIT #312

DEPARTMENT OF LABOR AND INDUSTRIES
PO BOX 44450
OLYMPIA WA 98504-4450

SEATTLE TUNNEL PRTRNS A JT VTR
600 108TH AVE NE FOURTH FL
BELLEVUE WA 98004

9800435126 0973 P

②
REMOVE SIDE EDGES FIRST.
THEN, CREASE AND TEAR THIS STUB ALONG PERFORATION

DEPARTMENT OF LABOR AND INDUSTRIES

REGISTERED AS PROVIDED BY LAW AS
CONST CONTR GENERAL

REGIST. #	EXP. DATE
CC01 SEATTP908PO	10/20/2012
EFFECTIVE DATE	10/20/2010

SEATTLE TUNNEL PRTRNS A JT VTR
600 108TH AVE NE FOURTH FL
BELLEVUE WA 98004

F625-052-000 (8/97)

Detach And Display Certificate

REGISTERED AS PROVIDED BY LAW AS
CONST CONTR GENERAL

REGIST. #	EXP. DATE
CC01 SEATTP908PO	10/20/2012
EFFECTIVE DATE	10/20/2010

SEATTLE TUNNEL PRTRNS A JT VTR
600 108TH AVE NE FOURTH FL
BELLEVUE WA 98004

Signature _____
Issued by DEPARTMENT OF LABOR AND INDUSTRIES

Please Remove
And Sign
Identification
Card Before
Placing In
Billfold

F625-052-000 (8/97)



State of
Washington

FIRST CLASS MAIL
US POSTAGE
PAID
OLYMPIA WA
PERMIT NO 312

DEPARTMENT OF LABOR AND INDUSTRIES
PO BOX 44450
OLYMPIA WA 98504-4450

RECEIVED

DEC 08 2009

DRAGADOS USA INC
500 5TH AVE, 38TH FL
NEW YORK NY 10110

BY: 

10110699801013



Detach And Display Certificate

<p>DEPARTMENT OF LABOR AND INDUSTRIES</p> <p>REGISTERED AS PROVIDED BY LAW AS CONST CONTR GENERAL</p> <table border="0"> <tr> <td style="text-align: center;">REGIST. #</td> <td style="text-align: center;">EXP. DATE</td> </tr> <tr> <td>CC01 DRAGAU912QR</td> <td>11/17/2011</td> </tr> <tr> <td>EFFECTIVE DATE</td> <td>11/17/2009</td> </tr> </table> <p>DRAGADOS USA INC 500 5TH AVE, 38TH FL NEW YORK NY 10110</p> <p>F625-052-000 (8/97)</p>		REGIST. #	EXP. DATE	CC01 DRAGAU912QR	11/17/2011	EFFECTIVE DATE	11/17/2009
REGIST. #	EXP. DATE						
CC01 DRAGAU912QR	11/17/2011						
EFFECTIVE DATE	11/17/2009						

Detach And Display Certificate

REGISTERED AS PROVIDED BY LAW AS
CONST CONTR GENERAL

REGIST. #	EXP. DATE
CC01 DRAGAU912QR	11/17/2011
EFFECTIVE DATE	11/17/2009

DRAGADOS USA INC
500 5TH AVE, 38TH FL
NEW YORK NY 10110

Signature _____
Issued by DEPARTMENT OF LABOR AND INDUSTRIES

Please Remove
And Sign
Identification
Card Before
Placing In
Billfold

DEPARTMENT OF LABOR AND INDUSTRIES

REGISTERED AS PROVIDED BY LAW AS
CONST CONT GENERAL

REGIST. #	EXP. DATE
CC01 PERINC*310M8	1/8/2011
EFFECTIVE DATE	7/28/1969

PERINI CORPORATION
73 MT WAYTE AVE
FRAMINGHAM MA 01701

F625-052-000 (8/97)

Detach And Display Certificate

REGISTERED AS PROVIDED BY LAW AS
CONST CONT GENERAL

REGIST. #	EXP. DATE
CC01 PERINC*310M8	1/8/2011
EFFECTIVE DATE	7/28/1969

PERINI CORPORATION
73 MT WAYTE AVE
FRAMINGHAM MA 01701

Signature _____
Issued by DEPARTMENT OF LABOR AND INDUSTRIES

Please Remove
And Sign
Identification
Card Before
Placing In
Billfold

F625-052-000 (8/97)

City of Seattle Customer #: 731175
State of Washington UBI #: 603049835



Tax period: Annual*
Tax Reporting: Separate

Expiration Date

BUSINESS LICENSE

12/31/2010

2010

* Annual tax return due: Jan 31

IF you have not received a blank return within 20 days of a due date, contact the Revenue and Consumer Affairs office.

SEATTLE TUNNEL PARTNERS
600 108TH AV NE # 4TH FL
BELLEVUE, WA 98004

Not Transferable

Post Conspicuously

Business License

Expiration Date: 12/31/2010

2
0
1
0

THE CITY OF SEATTLE

REVENUE AND CONSUMER AFFAIRS

700 5th Avenue Suite 4250
P.O. BOX 34214
Seattle WA 98124-4214
(206) 684-8484 Fax (206) 684-5170
email rca.bizlictx@seattle.gov
www.seattle.gov/rca/

BUSINESS MAILING ADDRESS:

731175 000 11
SEATTLE TUNNEL PARTNERS A JOINT VENTURE
SEATTLE TUNNEL PARTNERS
600 108TH AV NE # 4TH FL
BELLEVUE, WA 98004



APPLICATION
Receipt of Payment

Receipt Date: 10/20/2010
Valid Until: 11/19/2010
Receipt #: 567014
Receipt Total: \$113.40

UBI: 603-049-835
Structure: Joint Venture
Specialty: 01 - GENERAL

This is NOT a Registration

Keep this page as your proof of payment.

This is a receipt for your construction contractor application and payment. You will receive your new registration card and wall certificate within 2 to 4 weeks.

License Number: SEATTP908PO
License Name: SEATTLE TUNNEL PRTNRS A JT VTR
Address: 600 108TH AVE NE FOURTH FL
City, State: BELLEVUE, WA
Zip Code: 98004
Country: UNITED STATES

Type	Payer	Detail	Trans. Id	Amount	Endorse Check	Validate Doc.
Check	SEATTLE TUNNEL PRTNRS A JT VTR	9682	102932291	\$113.40	<u>Check_End.</u>	<u>Doc_Val.</u>

FORM G

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB

Form G



Washington State
Department of Transportation



FORM G

NON-COLLUSION DECLARATION

**Washington State Department of Transportation
Design-Build Request for Proposals
SR 99 Bored Tunnel Alternative Design-Build Project**

**Failure to return this Declaration as part of the bid proposal package
will make the bid nonresponsive and ineligible for award.**

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

FORM H

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



Form H



Washington State
Department of Transportation



FORM H

Certification for Federal Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, 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 any Federal 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 Federal 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.

This certification is material representation of the 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. 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 failure.

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

DESCRIPTION OF LEGAL STRUCTURE

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



Washington State
Department of Transportation



**Seattle Tunnel Partners, A Joint Venture
SR 99 Bored Tunnel Alternative Design-Build Project**

Description of Legal Structure:

Seattle Tunnel Partners, A Joint Venture (the "Proposer") is formed under the laws of the state of Washington and organized by the two corporations: Dragados USA, Inc. and Tutor Perini Corporation.

Dragados USA, Inc. was organized under the corporate laws of Delaware on December 8, 2005. Tutor Perini Corporation was formed under the corporate laws of Massachusetts on January 5, 1918.

The percentage breakdown of ownership of the Joint Venture is as follows:
Dragados USA, Inc. 55%
Tutor Perini Corporation 45%

The business locations are as follows:

Dragados USA, Inc.
500 Fifth Ave., 38 floor
New York, New York 10110

Tutor Perini Corporation
15901 Olden Street
Sylmar, California 91342

Seattle Tunnel Partners, A Joint Venture
600 108th Ave. N.E., Fourth Floor
Bellevue Washington 98004

Attached hereto are the following legal structure organizational documents:

1. Joint Venture Agreement dated September 3, 2010
2. Certificate of Incorporation for Dragados USA, Inc.
3. Certificate of Incorporation for Tutor Perini Corporation

JOINT VENTURE AGREEMENT

This **JOINT VENTURE AGREEMENT** (the "Agreement") is made and entered into this 3rd day of September, 2010, by and between **DRAGADOS USA, INC.** ("**Dragados**"), a corporation organized and existing under the laws of Delaware and having its principal office at 500 Fifth Avenue, New York, New York 10110, and **TUTOR PERINI CORPORATION ("TPC")**, a corporation organized and existing under the laws of Massachusetts and having its principal office at 15901 Olden Street, Sylmar, California 91342, hereinafter referred to collectively as the "Parties" or "Joint Venture" and individually as a "Party".

WHEREAS, the Washington State Department of Transportation (hereinafter referred to as "the Contracting Authority") has requested Proposals for the SR99 Bored Tunnel Design Build Project located in Seattle, Washington (hereinafter referred to as "the Project");

WHEREAS, the Parties are interested in submitting a joint proposal for the execution of the Project (hereinafter referred to as the "Construction Works") and, if the Project is awarded to them to enter into an agreement with the Contracting Authority for the performance of such Construction Works as a Joint Venture (hereinafter referred to as the "Construction Contract"); and

WHEREAS, the Parties desire to enter into this Joint Venture Agreement (the "Agreement" or the "JV Agreement") in order to fix and define among themselves their respective responsibilities, interests and liabilities in connection with the submission of such Proposal and the performance of the Construction Contract in the event the Project is awarded to them.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth and of other good and valuable considerations paid by each Party

to the other, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

1. JOINT VENTURE FORMATION AND PERFORMANCE

- a. The Parties hereby associate themselves as a joint venture for the sole purpose of proposing for and performing and completing the Construction Contract (which shall include each task as it is assigned and all change orders or supplemental agreements in respect of the Construction Contract), and related activities in accordance with the provisions of this JV Agreement. Despite the foregoing, the Parties might elect to incorporate a special entity to perform the Construction Contract. In such event, the new entity's formation documents shall be based upon and replace the terms and conditions of this JV Agreement. Nothing contained in this JV Agreement shall create or be interpreted or construed so as to create any permanent relationship between the Parties or to limit their right to carry on their individual businesses for their own benefit, including other work for Contracting Authority. Each Party shall have an equal fiduciary duty towards the Joint Venture.

- b. The Joint Venture shall be named "Seattle Tunnel Partners, a Joint Venture" and shall have its principal office at 600 108th Avenue N.E., Fourth Floor, Bellevue, Washington 98004, or such other location as may be agreed upon by the Parties.

- c. The Parties shall properly register, file, certify, or license the Joint Venture herein formed according to the provisions or requirements of the State of Washington, and any other applicable jurisdiction. The Parties do not contemplate currently that Contracting Authority will require a capacity rating for the Joint Venture. If such a capacity rating is required, however, then each Party agrees to take such action as may be required

to obtain the necessary capacity rating for its Percentage of Participation, which may include, but shall not be limited to, substituting an affiliated entity as its contracting party, or adjusting the Parties' Percentage Participation.

- d. The Parties shall also properly and in a timely manner comply with any Contracting Authority required classification and/or qualification of work for contractors.
- e. The obligations of the Parties under such Proposal and Construction Contract shall be joint and several. Between themselves, the obligations and liabilities of the Parties shall be in accordance with this Agreement.
- f. The Construction Contract, if awarded to the Parties hereto, shall be carried out and performed by them as a Joint Venture pursuant to the terms of this JV Agreement, and all money, equipment, materials, supplies and other property acquired by the Joint Venture shall be held jointly by the Joint Venturers in the name of the Joint Venture in accordance with their respective share participation.
- g. Except as provided in this Agreement or unless approved by the Executive Committee, none of the Parties during the term of this Agreement will directly or indirectly bid for or have any interest for its own benefit in the execution or carrying out of the scope of work set forth in the solicitation for the Construction Contract for the Project, and each of the Parties will take all reasonable steps to ensure the observance of this prohibition by the affiliates of each Party.
- h. This Agreement shall terminate automatically in the event that (1) award of the Construction Contract is not made to the Joint Venture; (2) the Contracting Authority cancels the Project procurement activities; (3) the

Contracting Authority fails to approve the Joint Venture; and/or (4) the Parties mutually agree in writing to terminate the JV Agreement.

2. PARTIES' PARTICIPATION

- a. The Parties shall bear their own costs and expenses in the preparation and submittal of the Proposal and during any pre-contract period, except for expenses incurred with third party consultants which is agreed to in writing by the Parties as set forth in Paragraph 2(b) below, and will share, on a confidential basis as prescribed herein, all necessary information required for the submission of the Proposal.
- b. Notwithstanding the foregoing, it is contemplated that the Parties may share certain out-of-pocket expenses in the preparation and submittal of the Proposal and during any pre-contract period proportionally to the Percentage of Participation; provided that the Parties mutually agreed in writing to such sharing prior to the costs and expenses being incurred.
- c. Should the Joint Venture be awarded the Construction Contract and after the Contracting Authority pays the Joint Venture fifteen percent (15%) of the original Construction Contract price, the costs incurred during the proposal preparation phase will be billed by the Parties to the Joint Venture.
- d. Except as otherwise provided herein, the interests of the Parties in any profits and their respective share in any losses and liabilities that may result from the filing of such Proposal and/or the performance of the Construction Contract, and their interests in all property and equipment acquired and all money received in connection with the performance of the Construction Contract shall be as follows:

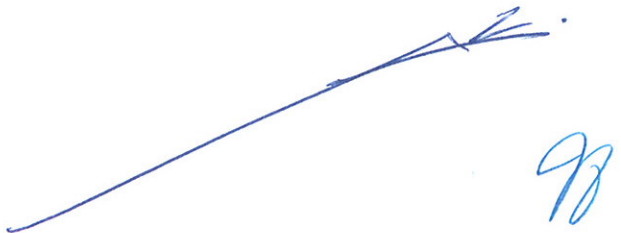
DRAGADOS
TPC

Fifty-five percent (55%) - Managing Party
Forty-five percent (45%)

This percentage figure shall be referred to hereinafter as each Party's Percentage of Participation. The Parties agree that (a) all net proceeds representing the cash, interest from investments, equipment, receivables, claims of every kind or nature, or other property derived from the performance of this Agreement by the Joint Venture, (b) any and all profits and any and all losses and liabilities or other obligations of the Joint Venture which may result from the performance of this Agreement, and (c) all financial obligations assumed by the Joint Venture, shall be shared or borne by the Parties in accordance with their respective interests as set forth in this Paragraph 2(d).

- e. It is the intention of this Agreement, and the Parties hereby agree, that in the event of any losses arising out of or resulting from the submittal of the Proposal and/or the performance of the Construction Contract, each Party shall assume and pay the share of such losses that is equal to its Percentage of Participation. If for any reason, a Party sustains any liabilities or is required to pay any losses arising out of or directly connected with the submittal of the Proposal and/or the performance of the Construction Contract, or the execution of any surety bonds or other forms of indemnity agreements in connection therewith, which are in excess of its Percentage of Participation, the other Party shall reimburse such Party in such an amount or amounts as the losses paid and liabilities assumed by such Party exceed its Percentage of Participation in the Joint Venture, so that each member of the Joint Venture will then have paid its proportionate share of such losses to the full extent of its Percentage of Participation. To that end, the Parties agree to indemnify each other against, and to hold each other harmless from, any and all losses, claims, liabilities, costs, damages and expense (including legal fees and disbursements) of said Joint Venture or to the extent arising out of or in

connection with each Party's negligent or wrongful acts or omissions or breach of this Agreement or the Construction Contract that are in excess of such other Party's Percentage of Participation; provided, however, that the provisions of this subparagraph shall be limited to losses that are directly connected with, or arise out of the submittal of, the Proposal and/or the performance of the Construction Contract and the execution of any bonds or other forms of indemnity agreements in connection therewith, and shall exclude any incidental, indirect or consequential losses, or punitive damages that may be sustained or suffered by a Party hereto due to that Party's gross negligence, willful misconduct or bad faith; but shall include incidental, indirect or consequential damages, or punitive damages to the extent that such damages are awarded by judicial decision to a person or entity unrelated to the Parties in a claim against one of the Parties directly connected with or arising out of the submittal of the Proposal or the performance of the Construction Contract. Nothing herein shall limit in any way the liability of any insurer of the Joint Venture or of any Party under any applicable insurance policy naming either the Joint Venture or any Party or both the Joint Venture and any Party. The liability of the Parties for bearing of losses shall continue with respect to any claims which at any time, either before or after performance of the Construction Contract, shall be made against them or any of them by reason of carrying out this Joint Venture or for any matter or thing in connection with the Joint Venture or the Construction Contract. If any Party fails to pay or bear the amount of its share of loss, the other Party shall bear the said share and the defaulting Party shall be obligated to reimburse the other Party, on demand, the amount of the said share of loss incurred by reason of such failure together with interest thereon at the existing Prime Rate. If the defaulting Party fails to pay such amount on demand, the non-defaulting Party may commence a summary legal proceeding, and shall be entitled to the entry of a judgment against the defaulting Party, based upon the absolute obligation set forth in this paragraph.



3. JOINT VENTURE CONTROL

- a. The Joint Venturers, acting by and through a Joint Venture Executive Committee (hereinafter "Executive Committee"), shall establish general policies for the prosecution of the work and the performance of the Contract; determine general and specific matters relating to the prosecution of the work and the performance of the Contract as they may from time to time desire; supervise and control all business and financial affairs of the Joint Venture; and cooperate with one another to the end that the obligations assumed by them under the Construction Contract will be timely performed in accordance with the specifications and terms and conditions of the Construction Contract. The Executive Committee shall meet at least quarterly and at such other times as required to act on necessary matters pertaining to the Construction Contract and/or the Joint Venture, upon five (5) days written notice by either Party.

- b. Decisions and recommendations of the Executive Committee shall be by unanimous vote, subject to the exception set forth below, and are binding on the Parties. If the Executive Committee can not reach a unanimous decision under this Agreement, then the disagreement shall be decided by the Managing Party. All representatives from each Party must be present at Executive Committee meetings. The Executive Committee members shall not be liable to the Joint Venture or to either Party by reason of their actions, except in the case of gross negligence, fraudulent acts or dishonest conduct.

- c. The Executive Committee shall be composed of two (2) persons: one (1) representative of Dragados and one (1) representative of TPC. The initial Executive Committee shall be composed of:

Dragados - Antonio Nieves

TPC - Jack Frost

Each representative, or, in the absence of a designated representative, his or her duly designated alternate, shall have one (1) vote with respect to all matters coming before the Executive Committee. The Chairman of the Executive Committee shall be a representative supplied and chosen by Dragados. Dragados may replace the Chairman by giving written notice to TPC. All personnel shall work under the direction and control of the Chairman, and they shall have such powers and authority and shall perform such duties as may be assigned to them by the Chairman. The Executive Committee members, including the Chairman, shall not be liable to the Joint Venture or to either Party, except in the case of gross negligence or fraudulent acts or dishonest conduct.

- d. Each Party shall designate, in writing and prior to the submittal of the Proposal, the name of up to two (2) alternates to serve on the Executive Committee. Each representative and alternate shall be an officer of the Party whom he or she represents, or shall be duly authorized and delegated with the powers necessary to conduct the business of the Joint Venture on behalf of the represented Party. Representative and alternates may be changed at any time by the Party whom they represent with prior written notice. In the event of the death, cessation of employment, disability, or other inability or unavailability to perform of a representative or alternate, the represented Party shall designate a replacement representative or alternate. Until such time as a Party designates a successor, the President or Chief Executive Officer of the Party shall serve as an interim successor.

e. Notwithstanding Paragraph 3.b above, the following decisions shall only be taken by unanimous consent of the Executive Committee. If a unanimous decision is not reached on the following matters, then the Joint Venture will be prohibited from taking such actions:

- i. amendment of this Joint Venture Agreement;
- ii. admission of a new member to the Joint Venture, or the sale, pledge, hypothecation or other transfer of all or any portion of a Party's interest in the Joint Venture; provided, that any Party may transfer all or any portion of its interest in the Joint Venture to an affiliate with notice to the other Parties, so long as the transferring Party agrees to remain fully liable for the transferee's performance of this Joint Venture;
- iii. the sale or other transfer of substantially all of the assets of the Joint Venture;
- iv. entering into any agreement for the borrowing or the loan of funds by the Joint Venture, granting any security interest in the assets of the Joint Venture to any third-party other than a surety company unanimously agreed on by the Parties, or providing any guaranty or indemnity in the name of the Joint Venture to Contracting Authority in accordance with the terms of the Construction Contract or to any third party;
- v. entering into any agreement with a Party to this Agreement, or with an affiliate of any Party to this Agreement;
- vi. admission of any alleged error or omission allegedly made by such Party or any other party in any drawings, specifications or other documents in connection with the Project; and

- vii. without applicability during the performance of the Construction Contract if the same is awarded to the Joint Venture, material modification of the Joint Venture's Proposal to the Contracting Authority for the Construction Contract during the thirty (30) day period after the deadline provided in Article 19 for a Party to give a Withdrawal Notice has expired and prior to submission of the Proposal to the Contracting Authority.

- f. Except as may be provided to the contrary by the Executive Committee, members of the Executive Committee shall be the only persons authorized to execute legal and financial documents, such as promissory notes, leases, subcontracts, purchase agreements, or Joint Venture registrations and certifications, on behalf of the Joint Venture, and such execution shall require two signatures, one from Dragados' representative and one from TPC's representative.

- g. In addition to the other matters expressly set forth herein, particularly in Paragraph 3.e above, the Executive Committee shall be responsible for and decide on the following matters:
 - i. To establish a time and place for holding its meetings and procedures for conducting its affairs where not otherwise expressed in the Joint Venture Agreement.
 - ii. To determine and act on the various matters expressly contained or implied in other paragraphs of this Agreement which require a decision by the Executive Committee.
 - iii. To determine and to act upon any other matters of joint interest or requiring joint action by the Parties hereto.
 - iv. To establish and administer an equipment policy for the Joint Venture.
 - v. To act for and to bind the Parties to the Joint Venture in

connection with all or any part of the performance of the Construction Contract.

- vi. To revoke at any time any authority delegated by the Executive Committee.
- vii. To appoint or remove the Project Executive.
- viii. To approve, on behalf of the Joint Venture, all transactions between any Party to the Joint Venture, or any affiliate of any Party to the joint venture, and the Joint Venture, including, without limitation, determining equipment rental rates for equipment owned by any of the Parties and made available for use on the Project.
- ix. To approve the terms of employment of personnel assigned to the Joint Venture by any of the Parties.
- x. To establish policy and guidelines to be followed for and prior to incurring costs that are non-reimbursable pursuant to the Construction Contract.
- xi. With due consideration to the Joint Venture requirements, to call for capital contribution and to make interim or final distributions of profit or loans of Joint Venture surplus funds to the Parties in proportion to the Parties' interest in the Joint Venture in accordance with the terms of this Agreement, and to establish the amount of reserves, if any, for any warranty period after the performance of the work and completion of the Construction Contract and to cover any unsettled claims, demands or other contingencies of the Joint Venture.
- xii. To arrange for and maintain an insurance program required by the Construction Contract as well as any other coverage that may be deemed necessary by the Parties.
- xiii. To approve the entering into the Construction Contract or any other material contract.
- xiv. To establish a list of investments the Managing Party may

- purchase with Joint Venture funds.
- xv. To determine the identity of the surety who will bond the Joint Venture and any of its employees who deal with funds of the Joint Venture.
 - xvi. To consider all claims and disputes of any kind between the Joint Venture and Contracting Authority, subcontractors, suppliers or other third-parties, and to authorize negotiation, arbitration, litigation or any other process for their resolution, including the hiring of counsel, and to authorize the settlement thereof.
 - xvii. To retain and employ such accountants and other professional advisors as may be necessary or desirable in the carrying out of the work of the Joint Venture on such terms and conditions as the Executive Committee believes is warranted.

4. MANAGING PARTY

- a. Dragados is hereby designated and shall act as the Managing Party and as such shall have general charge of and supervision over the work to be performed under the Construction Contract and all matters relating or incidental thereto, but subject in all respects to the superior authority and control of the Joint Venture as exercised by the Executive Committee. Dragados shall not be liable to TPC, or to any other person or entity, for losses incurred on the Project, or for other damages, caused or sustained by reason of its acts and omissions as Managing Party, except in cases of the Managing Party's gross negligence, breach of fiduciary duty, or fraudulent or criminal misconduct.

- b. In case of an emergency that could significantly jeopardize the interests of the Joint Venture if an immediate decision is not made, and the Managing Party cannot contact or does not have time to contact the other Party representatives to the Executive Committee, the Managing

Party may take action and make a decision normally reserved to the Executive Committee. The Managing Party shall limit such action or decision to that which is necessary to attend to the immediate need. The Managing Party shall promptly report its action or decision to the Executive Committee.

- c. All communications with the Contracting Authority and/or other Proposal team members shall be jointly through Dragados.

5. PROJECT MANAGEMENT

- a. Without limiting the terms and conditions of this Agreement (including, but not limited to, Article 2), Dragados and TPC shall co-manage all Project work that does not involve work known as "driving the tunnel." Dragados shall be the lead manager for the Project work that is involved in "driving the tunnel." The Managing Party shall at all times, during the proposal phase and during the progress of the work, keep at the site thereof a duly qualified representative of the Joint Venture whose duty shall be to supervise, manage, and direct the work required by the Contract as set forth in Schedules 1 and 2 attached hereto, and who shall receive and execute on the part of the Joint Venture such notices, directions, and instructions as Contracting Authority, may give from time to time. The Managing Party shall appoint the Project Executive for the Project. TPC agrees that it will promptly execute and deliver to such representative, his or her successor(s) and to such other person or persons, including the Managing Party, as deemed necessary or advisable, a power or powers of attorney to enable him, her or them to properly perform the duties delegated thereto. TPC shall submit for approval of the Executive Committee, which approval shall not be unreasonably withheld, candidates for the Deputy Project Executive function and



the Project Superintendent function (to the extent set forth below), with skills, experience and technical credentials compatible with the size and complexity of the Project and keep him or her at the site thereof at all times during the progress of the work. The Deputy Project Executive's duty shall be to support the Project Executive in supervising, managing, and directing the work required by the Contract, except for the work known as "driving the tunnel". Both the Project Executive and the Deputy Project Executive shall attend and participate in the Executive Committee meetings, but without voting power. The Project Executive, the Deputy Project Executive and the Project Superintendent shall not be liable to the Joint Venture or to either Party, except in the case of gross negligence or fraudulent acts or dishonest conduct. Notwithstanding anything in this Paragraph 5.a to the contrary, TPC will, at its discretion, propose the Project Superintendent to the Executive Committee, whose duty shall be to support the Deputy Project Executive in supervising and directing the work required by the Contract, except for the work known as "driving the tunnel".

- b. The Managing Party shall also keep at the site of the work such other agents, engineers, superintendents, foremen and employees of the Joint Venture as may be required, and who, under the direction of the Project Executive, shall perform such duties as may be assigned to them. Notwithstanding the foregoing, the non-managing Party shall keep at the Project site, at all times during the progress of the work, duly qualified personnel in an amount approximately proportional to its percentage of participation, under the direction of the Project Executive, who shall perform such duties as may be assigned to them, including those referred to in Paragraph 5.a above. The Parties shall negotiate and agree during the Construction Proposal phase to the assignment of in-house personnel for each Joint Venture Party that will be assigned to the Joint Venture, and evidence such schedule of



participation by an organizational chart, which shall become a part of this Joint Venture Agreement.

- c. Any power or powers of attorney referred to in this instrument and issued for the furtherance of the Project work, whether heretofore or hereafter executed and whether jointly or severally executed, shall not be canceled or in any way abridged except by joint action of the Parties.

6. PROJECT STAFF

- a. The Joint Venture may have its own employees. All project staff working pursuant to the Construction Contract on the Project shall be either: employees of the Joint Venture; employees of each of the Parties, loaned, assigned or seconded to the Joint Venture; independent contractors under contract with the Joint Venture; or employees of subconsultants or subcontractors to the Joint Venture.
- b. Payment or reimbursement by the Joint Venture to independent contractors or employees of subconsultants or subcontractors shall be in accordance with the terms and provisions of the contract or subcontract agreements therewith.
- c. Payment or reimbursement by the Joint Venture to the Parties for loaned, assigned, or seconded employees shall be as provided herein.
- d. The Parties, to the maximum extent practical, shall endeavor to provide sufficient loaned, assigned, or seconded employees to the Joint Venture job site office to enable the job site office to have sufficient on-site staff resources to carry out the requirements of the respective Project without having to rely to a significant extent on off-site resources of the Parties.

7. EXPENSES AND INVOICING

To the extent practicable the Joint Venture's activities which are not covered by direct employees of the Joint Venture or subcontracted shall be divided as closely as possible in accordance with the Percent of Participation of the Parties. No Party shall unreasonably refuse to assign personnel to the Joint Venture, the assignment of which is in the best interests of the Project or the Joint Venture. Each Party shall invoice the Joint Venture for its loaned, assigned, or seconded employees, determined by actual weekly pay rates, multiplied by a uniform and equal fringe benefit factor to be agreed on between the Parties.

Members of the Executive Committee shall not have their time or costs or expenses spent performing Joint Venture business reimbursed by the Joint Venture.

- a. Invoices shall be prepared in accordance with all applicable laws, rules, and regulations, and to the extent required by the Contract, also in accordance with such contractual requirements. Invoices shall be submitted monthly, or more often if required, sufficiently in advance for the Joint Venture to submit such requisitions to the Contracting Authority in a timely manner. To the extent either Party incurs costs for which compensation is not provided by the Construction Contract, such costs shall be borne by the Party incurring the cost.
- b. The Executive Committee may determine to make a partial distribution of the profits of the Joint Venture from time to time, provided that such partial distributions may only be made after a determination by the Executive Committee that the Joint Venture has sufficient working capital available to meet the Joint Venture's ongoing capital requirements and cash needs of the Joint Venture. All such distributions shall be made in proportion to the Percentage of

Participation of the Parties. Subject to Paragraph 7.c below, final distribution will be made within ninety (90) days of receipt of the final payment under the Construction Contract.

- c. IT IS EXPRESSLY AGREED THAT PAYMENT TO THE JOINT VENTURE BY THE CONTRACTING AUTHORITY OF ANY COMPENSATION, REIMBURSEMENT OR ANY OTHER AMOUNTS DUE (INCLUDING PROFITS AS SET FORTH HEREIN), PURSUANT TO THIS AGREEMENT AND THE CONSTRUCTION CONTRACT, IS AN EXPRESS CONDITION PRECEDENT TO THE RESPONSIBILITY AND LIABILITY OF THE JOINT VENTURE TO PAY TO EACH PARTY ITS APPROPRIATE SHARE OF ALL SUCH COMPENSATION, REIMBURSEMENT OR ANY OTHER AMOUNTS SO INCURRED.

8. WORKING CAPITAL

- a. The Joint Venture shall at all times maintain on hand sufficient cash, as Working Capital, to permit the payment, when due, of all of its obligations. Such Working Capital shall be provided by the Parties in proportion to their Percentage of Participation on each phase as herein set forth.
- b. The Executive Committee from time to time shall determine the amount of Working Capital that is then necessary and required to carry out the proposal and perform the Construction Contract, having in mind that it is the intent that the Joint Venture, to the maximum possible extent, shall be self supporting and financially reliant upon its own operating revenues and credit. Each Party shall contribute its proportionate share, as identified herein, of such Working Capital whenever requested to do so. No interest shall be paid by the Joint Venture on any Working Capital funds so furnished. Unless the Executive

Committee specifies a longer period, such contributions shall be made within fifteen (15) days after being requested in writing by the Executive Committee.

- c. Following the award of the Construction Contract to the Joint Venture to perform the work of the Project as defined in the Construction Contract, the Executive Committee shall convene within five (5) days to determine the amount of the initial or supplemental Working Capital required.

- d. If a Party shall fail or refuse, within such time, to contribute its share of Working Capital, such failure or refusal shall constitute default hereunder unless alternative terms have been offered and accepted prior to the expiration of the contribution time. If a Party shall fail or refuse to contribute its share of such Working Capital, the other Party may, at its option, pay the share of the defaulting Party. In such event, until the default is cured the defaulting Party shall lose its right to participate in the management of the Joint Venture, to have a representative on the Executive Committee and, notwithstanding the percentages of contribution, the Parties shall thereafter share in any profits of the Joint Venture in the proportions that their actual contributions of Working Capital bear to the total contributions made by the Parties. Provided, however, that any Party failing or refusing to contribute its full share shall not be relieved of its obligation to pay any losses suffered by the Joint Venture or the non-defaulting Party to the full extent of the defaulting Party's Percentage of Participation.

9. JOINT BANK ACCOUNT

- a. Subject to procedures to be established by the Executive Committee, all contributions to the joint Working Capital fund by the Parties

hereto and all other funds received by the Joint Venture in connection with the performance of the Contract, shall be deposited into account(s) established and maintained in the name of the Joint Venture at a local Seattle or Bellevue branch of such bank or banks as the Executive Committee may designate.

- b. Withdrawals of such funds may be made in such form and by such persons as the Executive Committee may from time to time authorize, but in any event, checks of the Joint Venture, other than Joint Venture payroll checks, shall require not less than two authorized signatures by representatives of both members of the Joint Venture. The Joint Venture may create a separate payroll account, in the name of the Joint Venture, for the payment of the payroll for project personnel and labor. All persons authorized to draw against the funds of the Joint Venture shall be bonded in such company or companies and in such amounts as the Executive Committee shall determine.

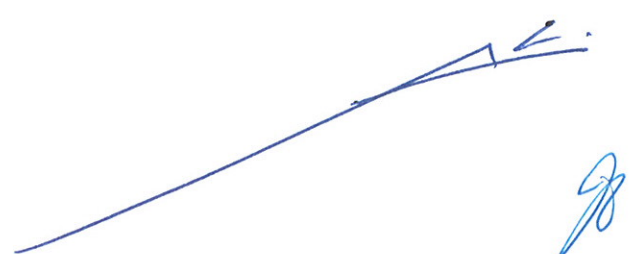
10. INSURANCES, BONDS, AND GUARANTEES

- a. Without limiting the liability of the Parties hereunder, the Joint Venture shall obtain and maintain, as an expense of the Joint Venture and, with the Joint Venture and each Party covered as a Named Insured, the types and amounts of insurance listed below until the final completion or termination of all services required under the Construction Contract. Insurances to be provided include:
 - i. General Liability and Excess Liability insurance in amounts determined by the Executive Committee or required by the Construction Contract.
 - ii. Worker's Compensation and Employer's Liability insurance and such other insurance as required for liability arising from claims of employees in amounts determined by law, the

Executive Committee or required by the Construction Contract.

- iii. Automobile Liability insurance in amounts determined by law or by the Executive Committee, or as required by the Construction Contract.
 - iv. Fidelity Bonds, as appropriate, with respect to employees dealing with Joint Venture funds, as determined by the Executive Committee.
 - v. Insurance against such other hazards and in such amounts as may be required by the Construction Contract or as the Executive Committee may from time to time reasonably require. The insurance that shall be considered by the Executive Committee shall include, but not be limited to Professional Liability and Contractor's Pollution Liability insurance.
- b. The Parties shall coordinate the insurance provided herein with any other insurance that may be offered. In addition, nothing herein shall preclude the Joint Venture from obtaining insurance coverage in the name of the Joint Venture as may be authorized by the Executive Committee.

The Parties shall from time to time execute such bonds and other forms of indemnity agreements, including applications therefore, and other documents and papers as may be necessary in connection with the submittal of the Proposal for, and the execution and performance of the Construction Contract. It is understood by the Parties that the surety industry may require that the indemnification agreement with the surety or surety companies be joint and several by the Parties for the percentage of the contract obligation to be bonded. Notwithstanding the foregoing, the Parties agree that between each other the liability of each Party under any agreements to indemnify a surety or surety companies shall be limited to the Party's Percentage of Participation.



The Parties also agree that the Joint Venture shall require all subcontractors used on the Project to provide bid, payment and performance bonds in accordance with Dragados' subcontractor bonding requirements.

11. CONFIDENTIALITY

- a. Each Party shall supply the other throughout the period of preparation of the Proposal with confidential or proprietary information and copies of documentation relating to any technology, as required for proper submittal of the Proposal or for successful completion of the Construction Contract, if not prohibited from legally so doing. Where such information or technology is considered confidential or proprietary by the providing Party, and in order to protect such information or technology under the terms hereof, such providing Party shall conspicuously mark such information or technology as "*CONFIDENTIAL*" or "*PROPRIETARY*", or with similar notation. In case of oral transmission, the disclosing Party shall notify in writing within three (3) days after disclose to the receiving Party the consideration of "Confidential" of its oral information.

- b. No Party, without the prior written consent of the disclosing Party, shall further disclose or use the disclosing Party's confidential or proprietary information or technology for any purposes other than the preparation and submission of the Proposal or performance of the Construction Contract under this Agreement for a period of three years after the final completion of the Contract.

- c. The Party receiving confidential or proprietary information or technology shall protect such information or technology utilizing the same controls such Party normally employs to prevent disclosure of its own confidential or proprietary information or technology.

- d. Upon termination or expiration of this Agreement in accordance with its terms, each Party shall, within ten (10) business days of a disclosing Party's written request, return all confidential or proprietary information received from the providing Party under the terms of this Agreement, except that each Party may retain a legal file copy, which shall remain protected under the terms of this Agreement.
- e. Disclosure of confidential or proprietary information hereunder constitutes a representation by the disclosing Party that such Party has all right, title, and interest in such information, and such Party hereby agrees to indemnify, defend, and hold the other Party harmless against any claims by any other parties to the contrary.
- f. Except as otherwise provided in this paragraph, this Agreement does not offer or grant to the receiving Party any rights in, or license to use, any drawings, data, plans, ideas, or methods disclosed pursuant to the purposes of this Agreement.
- g. Information shall not constitute Confidential Information for the purpose of this Agreement if:
- (a) it is or becomes public knowledge other than as a result of the information being disclosed in breach of this Agreement; or
 - (b) a receiving Party can establish to the reasonable satisfaction of the disclosing Party that the information was already in its possession prior to the date of disclosure and that the receiving Party was not under any obligation of confidence with respect to such information; or
 - (c) a receiving Party can establish to the reasonable satisfaction of the disclosing Party that it has obtained the information from a third party who has rightfully received the information

and is not prohibited from disclosing it to the receiving Party;
or

- (d) The disclosing Party has given prior written approval to such disclosure.
- h. A receiving Party may disclose Confidential Information to the extent it is required to disclose by:
- (a) law and/or by law regulations;
 - (b) any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;
- i. Before a receiving Party discloses any information under this article, it shall, to the extent possible in accordance with law, inform the disclosing Party of the circumstances of the disclosure and the information that will be disclosed and consult with the other Party as to possible steps to avoid or limit disclosure and take such steps to avoid or limit disclosure and take steps provided that it will not result in significant adverse consequences to the Party possessing the information disclosed.
- j. The restrictions contained in this Article 11 shall continue to apply for three (3) years after the termination or expiration of this Agreement.

12. TAXES, ACCOUNTING, BOOKS AND RECORDS

- a. Notwithstanding any provisions hereof to the contrary, solely for state and federal income tax purposes, each of the Parties hereby recognizes that the Joint Venture is organized and taxed as a partnership, which status shall not expand the obligations or liabilities of the Parties. The Managing Partner shall prepare or cause to be prepared, at the expense of the Joint Venture, all tax returns and

statements that must be filed on behalf of the Joint Venture with any taxing authorities and file them on a timely basis. Prior to filing, the Managing Party shall submit a copy of such tax returns and statements to the other Party. A new tax identification number shall be obtained for the Joint Venture.

- b. Books and audited accounts will be maintained at the Joint Venture offices in accordance with United States' generally accepted accounting principles and the Joint Venture's operations will be structured to provide for proper internal control. The Parties shall be provided with financial reports including, but not restricted to:
 - i. Monthly balance sheet and job profit and loss;
 - ii. Monthly job cost reports and cost projections compared with Proposal estimate or management approved modifications thereof;
 - iii. Cash flow projections (monthly and 3-month projections).

- c. Periodic audits shall be made of books, records and procedures at such times by an independent auditor or by such persons as the Executive Committee may direct and copies of the audit reports shall be furnished to each Party. The cost of the bookkeeping, reporting, and audits shall be a Joint Venture expense. The books of account and all records will be available at all reasonable times for inspection by any of the Parties; such examination to be conducted so as to not inconvenience the proper functioning of the project office.

13. EMPLOYEE RECRUITMENT PROHIBITION

- a During the term of this Agreement and for one (1) year following the termination hereof, no Party shall solicit, recruit or employ any employee of the other Party, nor shall any Party induce any employee of the other Party to leave its employ for any reason,

unless mutually agreed to by the Parties, as the case may be, in writing. The placement of an advertisement for employment in a publication of general circulation shall not be considered a solicitation of an employee. This prohibition shall not apply in the event that a Party defaults and the non-defaulting Party requires the services of any employee of the defaulting Party to complete the Project. The defaulting Party shall employ diligent efforts to assist the non-defaulting Party with the transition of employees of the defaulting Party to the non-defaulting Party as requested.

14. ASSIGNMENT

- a. No Party hereto may assign its rights or delegate its duties hereunder without the express prior written consent of the other Party, and any attempted assignment of rights or delegation of duties in contravention of this Article 14 shall be void and of no effect. For purposes of this provision, a change of control of a Party shall constitute a prohibited assignment or delegation. "Change of control" of a Party is defined as: (i) a merger or consolidation of a Party in which the stockholders of said Party immediately prior to such transaction would own, in the aggregate, less than fifty percent (50%) of the total combined voting power of all classes of capital stock of the surviving entity normally entitled to vote for the election of directors of the surviving entity or (ii) the sale by a Party of all or substantially all said Party's assets in one transaction or in a series of related transactions. In the event of such assignment, delegation or change of control by a Party without the prior written consent of the other Party, said Party shall be deemed to be in default under this Agreement and the non-defaulting Party may proceed in accordance with Section 16 of this Agreement.

15. NOTICES

1. All notices, requests, demands or other communications required or permitted under this Agreement shall be given in writing. All such notices shall be addressed as follows:

To Dragados: **DRAGADOS USA, INC.**
500 Fifth Avenue
38th Floor
New York, New York 10110
Telephone: 212-779-0900
Fax: 212-764-6020
Attention: Jose A.Lopez-Monis Plaza

To TPC: **TUTOR PERINI CORP.**
15901 Olden Street
Sylmar, California 91342
Telephone: 818-362-8391
Fax: 818-367-9574
Attention: Jack Frost

Any change to the above addresses shall be communicated in writing by the concerned Party to the other Parties.

16. INSOLVENCY OR DEFAULT

- a. Should one of the Parties, hereinafter called "the defaulting Party", file or fail to discharge, within thirty (30) days, an involuntary petition in bankruptcy or reorganization, make a general assignment to its creditors, become insolvent, or default in any material obligation hereunder, including the obligation to make a Working Capital contribution, the remaining Party, hereinafter called "the non-defaulting Party" shall do whatever it deems necessary for the continuous performance of the work under the Construction Contract, and, if necessary and allowed under the Construction Contract, provide a replacement for the defaulting Party. After the occurrence of any such

event, the administrators, trustees, or representatives of the defaulting Party shall have no right to participate in the administration of the Joint Venture, to any distribution of funds or payments for work done under this Agreement and the Construction Contract, until completion and resolution of all matters under this Agreement and the Construction Contract, and a final accounting establishing such reserves as the non-defaulting Parties deem necessary is made. The defaulting Party's share of the undistributed profits earned at the time of such default shall be segregated in a special account until the completion, expiration and term of the Construction Contract from which there shall be deducted all additional expenses incurred by the non-defaulting Party as a result of such default and its share of all losses sustained by the Joint Venture. It is understood and is agreed that any profit accruing to a defaulting Party shall not be deemed property of such Party until completion of the Construction Contract and this Agreement and close out of all accounts and liabilities. The non-defaulting Party and any replacement Party, if applicable, shall be entitled to all profits and payments arising from work done after the date of default, at the exclusion of the defaulting Party. In case of default, the defaulting Party shall immediately turn over to the non-defaulting Party all plans, data, drawings, and other documents, confidential information and any other information relating to the Project that is in its possession or control. The rights and remedies available to the non-defaulting Party hereunder are in addition to and not in limitation of any rights and remedies that may exist elsewhere in this Agreement, at law or in equity.

17. DISPUTE RESOLUTION

- a. The following dispute resolution process shall be the sole, exclusive process for the resolution of disputes among the Parties with

respect to this Joint Venture Agreement, or any dispute between the Parties with respect to the Construction Contract.

- b. If any disagreement shall arise among the Parties relating to this Agreement or the breach thereof which cannot be resolved by the Executive Committee, the issues shall be presented for resolution by a Party to the President of the other Party.
 - i. If the disagreement relates to a breach of this agreement or to any of the matters referred to in Section 3.e above, the resolution shall require a unanimous decision of the Presidents of the Parties.
 - ii. If the disagreement relates to any other matter subject to the approval by the Executive Committee, the resolution shall also require the approval of the Presidents of the Parties.
 - iii. In the event these officials are unable to resolve such disagreement within ten (10) days following its presentation or specifically agree in writing to a longer period of time for their deliberation, either Party may submit the issue to mediation and arbitration as provided below.

- c. Whenever a disagreement is to be submitted to arbitration, the Party requesting such arbitration shall send a notice thereof in writing to the other Party and shall simultaneously request mediation of the dispute. Such mediation shall be a condition precedent to arbitration and shall be held within thirty (30) days of the request. If not resolved within 10-days of the mediation hearing or longer as the parties may agree, the matters submitted shall proceed to arbitration. Matters submitted to mediation and arbitration shall be administered by and decided in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") then in effect. The demand for arbitration will be filed at the AAA office serving the Project locale and with the other Parties.

The Parties will select a neutral arbitrator(s) with relevant experience in construction law and/or other matters concerning the dispute in accordance with the AAA Rules. The arbitration shall take place in Seattle, Washington.

- d. Notwithstanding any provision(s) contained in this arbitration agreement among the Parties and any rule(s) of the American Arbitration Association which may be or be construed to the contrary, the Parties hereto agree that the arbitrator(s) shall have no authority to determine and dispose of any claim and counterclaim, or any part(s) thereof, pursuant to motion(s) for summary adjudication or any other such "dispositive motion" procedure. The arbitrator(s) may not award indirect, special, exemplary, consequential or punitive damages or attorney's fees to either Party. The Parties specifically waive all rights to any claims for indirect, special, exemplary, consequential or punitive damages or attorney's fees against each other. The arbitrator(s) shall have the authority to issue interim or final injunctive relief, including the right to direct a Party or the Joint Venture to take a particular action that the arbitrator(s) determine is in the best interest of the Joint Venture.
- e. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, a person not a party to this Agreement without the written consent of the Parties and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein.
- f. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the Parties shall be specifically enforceable under the prevailing arbitration law.

- g. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The Federal Arbitration Act shall apply. The demand for mediation and arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen if no express time is established herein. In no event shall the request for mediation or the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. Provided, however, that no Party shall request mediation or demand arbitration until any disagreement among them presentable as a claim to the Joint Venture team is so presented and finally determined. Excepting from such requirement, however, are disagreements that the Parties mutually agree in writing are not proper for submission as a claim.
- h. For those matters presented as claims, the statute of limitations otherwise applicable to legal and equitable proceedings shall be tolled until final resolution of the claim, or one year after submission of the claim, whichever event first occurs, unless the tolling period is extended in writing by the Parties. The statute of limitations shall not commence running until the end of the tolling period.
- i. The Parties shall continue to perform their obligations under this agreement regardless of any outstanding claim or arbitration proceeding.

18. PARTIAL & FINAL SETTLEMENT

- a. The Executive Committee may determine from time to time during the life of the Construction Contract that some of the joint assets held and

acquired by the Joint Venture pursuant to performance of the Construction Contract and not property of Contracting Authority may be divided among or paid to the Parties in accordance with their respective interests and shares in same, as herein before provided. It is, however, understood and agreed that for federal and state income tax purposes, gain or loss shall be reported under the "Percentage of Completion" method measured on the basis of unit of work performed to date and no distribution of cash in excess of the Parties' tax basis in the Joint Venture shall be made during the life of the Construction Contract.

- b. Upon the completion of the Construction Contract, and settlement of all uninsured claims of subcontractors, suppliers, or other third-parties, or creation of a reserve to account for such claims and to comply with any applicable lien law or trust fund obligations, the assets of the Joint Venture and the profits or losses accrued in the performance of the Construction Contract shall be divided in accordance with each Party's percentage of participation. When final disposition and distribution of all assets and liabilities has been made, as provided herein this Agreement shall terminate.

19. WITHDRAWAL PRIOR TO BIDDING

- a. It is the intent of the Parties hereto that the Proposal contemplated and provided for herein shall be satisfactory and acceptable to the Parties. If a Party is unable to agree upon the terms of the Proposal, such Party may have the right to withdraw from the JV Agreement and specify the reasons for taking such position ("Withdrawal Notice").
- b. The Withdrawal Notice shall be given to the other Party at least thirty (30) days prior to the date the Joint Venture shall submit the Proposal to Contracting Authority ("Withdrawal Deadline Date").

- c. Where a Party withdraws from the JV Agreement by delivering the Withdrawal Notice before the Withdrawal Deadline Date expires and the other Party wishes to continue, the withdrawing Party shall assume its own expenses and the share of all third parties' cost up to the date of its withdrawal. The withdrawing Party shall not be reimbursed for any of these expenses by the non-withdrawing Party for any reason whatsoever.
- d. The withdrawing Party shall remain a part of the Joint Venture until conditional approval is received from Contracting Authority for such Party's withdrawal, if such approval is required by the terms of the Contracting Authority solicitation. The non-withdrawing Party undertakes to use its good faith efforts to obtain Contracting Authority's approval as soon as practical.
- e. No Party may withdraw from this JV Agreement after the Withdrawal Deadline Date has expired.
- f. If a Party withdraws in accordance with the terms of this Agreement, the joint venture shall terminate and no Party shall have any liability to the other. However, the withdrawing Party agrees that neither the withdrawing Party or any of its parents, affiliates or subsidiaries will participate or engage directly or indirectly in the Project.

20. LIMITATION OF PURPOSE

- a. This agreement is entered into for the purpose of submitting the Proposal for the Construction Contract and performing such Construction Contract and any additions thereto and modifications thereof and for no other purpose. It shall not be interpreted or construed so as to create any permanent partnership or permanent

joint venture and shall not limit the Parties in their right to carry on their individual businesses for their own benefits.

21. EXCLUSIVITY

- a. No Party shall tender an independent proposal nor be affiliated with another proposal in pursuit of a contract for the subject Project during the term of this Agreement. This agreement is binding upon the heirs, personal representatives, assigns and successors of the Parties hereto.

22. DURATION OF AGREEMENT

This Agreement shall be deemed to have commenced on the date hereof and it shall continue in full force and effect until the first occurrence of one of the following:

- a. Contracting Authority cancels the Solicitation prior to award without intent to re-advertise; or
- b. Contracting Authority awards the Construction Contract on a final and definitive basis to a competing proposer; or
- c. A Party withdraws in accordance with the terms of this Agreement; or
- d. Payment has been made by the Contracting Authority to the Joint Venture of all moneys due to it under the Construction Contract, and all claims and liabilities arising out of or in connection with the Construction Contract are fully settled and paid; provided that reasonable reserves will be established to cover claims against the Joint Venture, and distributions made notwithstanding pendency of such claims; or

- e. termination by written agreement of the Parties hereto or until all of the purposes for which the Joint Venture has been undertaken have been accomplished and completed.

In no event shall this Joint Venture be terminated until all rights and liabilities of this Agreement have been determined and satisfied.

23. AMENDMENTS

- a. No change, amendment or modification of the Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by the Parties.

24. OTHER

- a. This Agreement constitutes the entire agreement between the Parties, and is subject to no other oral or written proposals, agreements, conditions precedent or understandings whatsoever.

- b. This Agreement is binding upon the heirs, court-appointed representatives, assigns and successors of the Parties. The interests and rights of a Party in the Construction Contract and as a member of this Joint Venture, shall not be transferable or assignable without written consent of the other Party, except that a Party may assign its share in any money to be received by it from the Joint Venture for the purpose of obtaining a loan or loans from any bank or other lending agency in the normal course of its business. Any such assignment, pledge, hypothecation or other collateralization of the proceeds or receivables of a Party to this Joint Venture shall be subordinate to the rights of the Joint Venture and any claims, offsets, adjustments or repayment of un-contributed Working Capital or default interest to the non-assigning Party.

- c. Neither Party shall assign or transfer its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. For purposes of this provision, a change of control of a Party shall constitute a prohibited assignment or transfer. "Change of control" of a Party is defined as: (i) a merger or consolidation of a Party in which the stockholders of said Party immediately prior to such transaction would own, in the aggregate, less than fifty percent (50%) of the total combined voting power of all classes of capital stock of the surviving entity normally entitled to vote for the election of directors of the surviving entity or (ii) the sale by a Party of all or substantially all said Party's assets in one transaction or in a series of related transactions. In the event of such assignment, transfer or change of control by a Party without the prior written consent of the other Party, said Party shall be deemed to be in default under this Agreement and the non-defaulting Party may proceed in accordance with Section 16 of this Agreement.
- d. The rights and obligations of the Parties set forth in this Agreement are solely for the benefit of the Parties, their parents, successors, permitted assigns and affiliates, and no other person or entity is intended to have any rights as a third-party beneficiary under this Agreement.

25. ENFORCEABILITY

- a. If the whole or part of any provision of this Agreement is or becomes invalid or unenforceable, all other provision of the Agreement, including the remaining portion of such provision, shall nevertheless remain in full force and effect.
- b. The unenforceable provision shall however be replaced or amended by enforceable provisions as necessary to maintain the purpose and

continuity of this Agreement.

26. WAIVERS

- a. The failure of a Party to insist upon the strict performance by any other Party of any condition and/or provision of this Agreement shall not be deemed to be a waiver of such condition and provision or a waiver of the right of such Party to require future compliance therewith.

- b. No waiver of any conditions and provisions shall be deemed to have been made unless expressed in writing and signed by the Parties.

27. ONGOING FINANCIAL ASSURANCES

The Parties each agree that, should ever the net worth (i.e., the equity of the company) of either Party or their respective domestic parent companies (where applicable) decrease by twenty-five percent (25%) or more during any calendar year, then the Party (or domestic parent of the Party, as the case may be) with the decreased value (the "Compromised Party") shall, promptly upon notice of such diminution of value or upon notice of any incident or occurrence which in and of itself, or cumulatively with other incidents and/or occurrences, would create a reasonable likelihood of such diminution of value, send immediate written notification to the attention of the other Party's Chief Financial Officer. A meeting shall then be held within thirty (30) days of such notification, to be attended by the Chief Executive Officers and Chief Financial Officers of the Parties in order for the Compromised Party, to provide adequate financial assurances to the other Party of its ability to meet all contractual obligations of the Compromised Party.

28. LIMITATION ON CLAIM AGAINST JOINT VENTURE INTEREST

The right of any person, firm, or corporation claiming by, through, or under any Party (including, but not limited to, judgment creditors or other creditors, receivers, trustees, assignees, garnishees, executors, administrators, etc.) to assert any claim

against the right, title, or interest of any Party shall be limited in any event to the right to claim or receive after the completion of the Project and after the closing of the account of the Joint Venture the distributive share of such Party in the compensation and reimbursable costs and profits payable hereunder, and then only subject to the equities of the other Party or as set forth in this Agreement.

29. REPRESENTATIONS

- a. Each Party represents and warrants to the other, which shall survive the conclusion of the Project, that its written statements, certificates, schedules, documents or information furnished in connection with the Construction Contract and in connection with the proposal which was submitted in connection with obtaining the Construction Contract are not false or misleading with respect to any material fact and do not omit a material fact required to be stated therein or necessary in order to make the statements contained therein not materially false or misleading.

- b. In the event any Party who is a party to this Agreement is a corporation, said Party warrants and represents to the other Party that (i) said Party is a corporation, duly incorporated and validly existing under the laws of the State or Country in which it was incorporated, in which authority to enter into this Agreement, (ii) all requisite corporate action, including action by the Board of Directors of said Party have been taken by said Party to authorize the execution and performance of this Agreement and the consummation of the transaction contemplated hereby, (iii) this Agreement will not constitute a breach of any agreement or restriction, if any, to which the corporation is a party or by which it may be bound, and (iv) the individual executing this Agreement on behalf of said Party has the right, legal power and actual authority to bind said Party to the terms and conditions of this Agreement and is the officer he purports to be.

30. CLAIMS BY OR AGAINST PARTY

No claims arising out of or related to the operation or conduct of the Joint Venture asserted against any or all of the Parties by a claimant other than a Party, and/or by the Joint Venture against any third party, shall be settled except with the consent of the Executive Committee, if then in existence, or if not, by unanimous consent of the members who constituted the Executive Committee or their designated alternates or successors, provided that the consent of any insolvent Party with respect to such claim shall not be required.

31. JOINT DEFENSE AND PROSECUTION OF CLAIMS

Should one or more of the Parties, or the Joint Venture entity itself, become a party to a legal claim, proceeding or lawsuit (each a "Proceeding"), whether offensive or defensive, involving or relating to the subject matter of this Agreement, the Construction Contract or the Project, other than a Proceeding solely between or among the Parties, the Parties agree that they have a mutual interest in proceeding together in a common defense or prosecution. Should one of the Parties be subject to a Proceeding unrelated to the business of the Joint Venture, the provisions of this Article shall not apply. Without waiving their individual attorney client privilege, work product or any other privilege or immunity, except as provided herein, the Parties agree as follows:

- a. Unless the Parties agree in writing otherwise, the Parties and/or the Joint Venture shall be represented jointly by one attorney or firm in the Proceeding throughout the pendency of the Proceeding and shall jointly assume defense of the Joint Venture. The Parties shall jointly choose counsel to represent the interests of the Joint Venture in good faith. If agreement on counsel cannot be reached by unanimous consent, then the Managing Party shall choose counsel to represent the interests of the Joint Venture. The fees and expenses of selected counsel shall be paid by the Joint Venture. To the greatest extent permitted by law, the Parties hereby waive any conflict in such joint

representation. The costs and fees for such representation shall be borne by the Parties in the same proportion as their interest in sharing profits of the Joint Venture, as set forth in this Agreement. The sharing of such defense costs shall not operate as any precedent in determining liability by and between the Parties and shall remain inadmissible for any purpose whatsoever. This Agreement shall automatically apply to substitute or associated counsel who may appear in the Proceeding on behalf of any of the Parties. This Agreement covers, applies to, and binds the firms, partners, associates and support staff of the undersigned counsel, as well as any consultants, investigators, or experts retained by them in connection with the defense of the Proceeding.

- b. The Parties agree to share and exchange among themselves, witness statements, factual summaries, documents, legal strategies, intelligence, confidences, and other secrets (hereinafter the "Joint Defense Materials") for the limited and restricted purpose of assisting counsel in protecting the common rights and interests of the Parties. Any communications or Joint Defense Materials shared between the Parties are within the "common interest" and are, therefore, confidential and protected from disclosure to any third party by the attorney-client privilege and the work product doctrine and may be used for no other purpose than the common interest of the Parties. All Joint Defense Materials (including all copies, summaries or excerpts thereof) shall be returned to the Party who provided at the conclusion of the Proceeding.
- c. None of the privileged or otherwise protected communications or Joint Defense Materials obtained by either Party or information derived therefrom shall be disclosed or revealed to any third party except a) as required by law or an order of a court of competent jurisdiction or b) with the written consent of all Parties. Should one Party receive a

subpoena or process requiring production of Joint Defense Materials, it shall provide five (5) days written notice to the other Party to give it an opportunity to move for a protective order.

- d. Should a divergence of interest between the Parties arise during the Proceeding, the Parties agree to reserve and defer prosecution of any claim each may have against the other until the later of the conclusion of a) the Proceeding or b) the Project (defined as the receipt of final payment therefor) and agree to abide by this Agreement in good faith and proceed with the joint defense or prosecution of the Proceeding until the conclusion of the Proceeding and from any judicial and/or administrative appeals therefrom. Any period of limitations as to any claim between or among the Parties is tolled by this agreement until sixty (60) days after such time. The attorney representing the Parties may not represent either Party in a claim against one another nor appear as a witness in any such claim without the advance, express, written consent of the other Parties. No Party shall object to a motion by another Party to intervene in a pending Proceeding.
- e. The Parties agree that this Agreement may be enforced by injunctive relief and that it shall not be subject to abrogation by an assignee, trustee in bankruptcy or other successor in interest to any Party hereto. Nor shall such assignee, trustee in bankruptcy or other successor in interest waive any privilege or immunity with regard to the Joint Defense Materials shared by or among the parties to this Agreement.
- f. The Parties represent that they have reviewed this Article with their respective insurance carriers and that the respective carriers have agreed and acknowledged that they shall and will not refuse to defend the interests of the Joint Venture itself as well as the respective Parties' interest in the Joint Venture. Each Party shall produce written

acknowledgement from its carrier as to this provision upon request of the other.

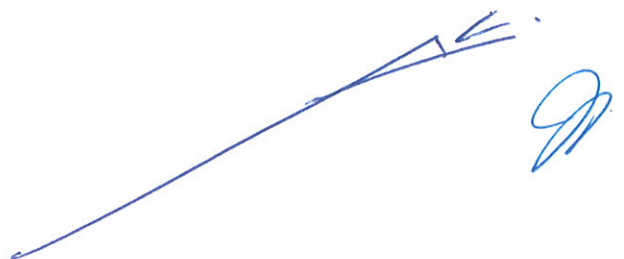
32. FURTHER ASSURANCES

The Parties shall perform all reasonable acts and execute and deliver all other documents as may be reasonably necessary or appropriate to carry out the intent and purpose of this Agreement.

33. GOVERNING LAW

- a. This Agreement and the relationship between the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Washington, without reference to its conflicts of laws provisions.

[SIGNATURE PAGE FOLLOWS]

A handwritten signature in blue ink, consisting of a long, sweeping horizontal line that curves upwards at the end, followed by a small, stylized mark.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers or agents effective the day and year first above written.

DATED: September 17, 2010

DRAGADOS USA, INC.

BY:

NAME:

ANTONIO NIEVAS

TITLE:

E.V.P. DRAGADOS USA

DATED: September 17, 2010

TUTOR PERINI CORPORATION

BY:

NAME:

JACK FROS

TITLE:

CEO CIVIL GROUP EVP

SCHEDULE 1.

ROLES AND DUTIES OF THE PROJECT EXECUTIVE

Subject to in all respects to the determinations of the Executive Committee, the general supervision and management of the Work described in the Construction Contract and all matters related thereto shall be under charge and control of the Project Executive. The Project Executive shall be granted full authority from the Executive Committee to execute these responsibilities with specific direction that the Project Executive shall perform his/hers duties always for the benefit and in the best interest of the Joint Venture. The Deputy Project Executive shall replace the Project Executive during Project Executive's absence from the Project or whenever delegated by the Project Executive or by the Executive Committee.

Without prejudice to the generality of the foregoing, the Project Executive shall:

1. Implement the policies established by the Executive Committee, carry out the decisions made by the Executive Committee, and make all day-to-day decisions necessary for the efficient performance of the Construction Contract.
2. During the proposal phase to discuss and negotiate with the Parties the management resources necessary for performance of the Project. Before proposal is submitted, to propose the Organizational Chart required for the proper performance of the Construction Contract. Such organizational chart shall be subject to the approval of the Executive Committee.
3. Assure full compliance with the provisions of the Construction Contract, permits, and all other applicable standards and regulations.
4. Represent the Construction Joint Venture (including by correspondence) in dealings with the Contracting Authority and other third parties.
5. Provide for the financial management of the Joint Venture, including but not limited to accounting, disbursements, invoicing, receiving payments on behalf of the Joint Venture, and administration of bank accounts.
6. Keep the members of the Executive Committee informed of the progress of the Work and all matters of relevance concerning the Construction Contract at intervals or at times to be established by the Executive Committee; and
7. Prepare and submit to the Executive Committee once a month or at such shorter intervals as the Executive Committee may direct reports containing financial, progress of the work, performance rates, cost and other information/report as the Executive committee may direct. In addition, the

Project Executive shall prepare and submit to the Executive Committee construction schedules and programs, financial forecasts and other similar documents as may be required by the Executive Committee related to the progress of the Work.

8. To negotiate purchase and subcontract agreements, in accordance with the approved budget, and directions and policies established by the Executive Committee.
9. To negotiate change orders and/or settlement of claims, in accordance with directions and policies established by the Executive Committee.

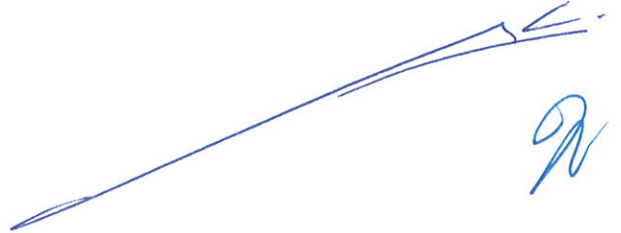
The Parties shall make available to the Project Executive such information as reasonably required to enable him to perform these obligations.

SCHEDULE 2.

MATTERS OUTSIDE THE AUTHORITY OF THE PROJECT EXECUTIVE

The following matters unless otherwise mandated by the Executive Committee are outside the authority of the Project Executive. This list is not intended to be complete and new items may be added as directed by the Executive Committee:

1. Any rates, prices, terms and/or conditions (including forms of securities) to be included in the Proposal.
2. Any purchases or leases of plant and equipment for the Work, which shall be in accordance with a policy established by the Executive Committee.
3. Capital contribution calls as described in Article 8 of the Joint Venture Agreement.
4. Any modification or amendment of the Construction Contract, unless such modification or amendment are ordered by a proper Change Order.
5. Consummate a default of any subcontractor and/or subconsultant without consent of the Executive Committee.
6. Any opening or closing of the Joint Venture Bank Account(s).
7. Profit distribution to the Parties.
8. Employment or termination/removal of any senior staff unless delegated from or approved by the Executive Committee.
9. Employment or appointment of legal counsel(s) for the Joint Venture.

A large, stylized handwritten signature in blue ink, located in the bottom right corner of the page. The signature is written in a cursive style and appears to be a single name or set of initials.

Delaware

PAGE 1

The First State

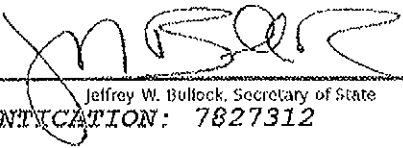
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DRAGADOS USA, INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF NOVEMBER, A.D. 2007, AT 5:21 O'CLOCK P.M.



4073359 8100

100181033

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7827312

DATE: 02-22-10

CERTIFICATE OF INCORPORATION

OF

DRAGADOS USA, INC.

FIRST: The name of the corporation is Dragados USA, Inc. (the "Corporation").

SECOND: The address, including street, number, city and county of the registered office of the Corporation in the State of Delaware is: 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle. The name of the registered agent of the Corporation in the State of Delaware is: Corporation Service Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is one hundred (100) shares of Common Stock, having par value \$.01 per share.

FIFTH: The name and mailing address of the sole incorporator is as follows:

Cynthia R. Smith
Kelley Drye & Warren LLP
101 Park Avenue
New York, 10178

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: The power to adopt, amend or repeal the Corporation's By-Laws is conferred upon the Board of Directors, but this shall not divest the stockholders of the power, nor limit their power, to adopt, amend or repeal the Corporation's By-Laws.

EIGHTH: The following provisions are inserted for purposes of the management of the business and conduct of the affairs of the Corporation and for creating, defining, limiting and regulating the powers of the Corporation and its directors and stockholders:

(a) The number of directors of the Corporation shall be fixed and may be altered from time to time in the manner provided in the By-Laws, and vacancies in the Board of Directors and newly created directorships resulting from any increase in the authorized number of directors may be filled, and directors may be removed, as provided in the By-Laws.

(b) Elections of directors need not be by ballot unless the By-Laws of the Corporation shall so provide, and the meetings of stockholders may be held within or without the State of Delaware, as the By-Laws may provide.

(c) All corporate powers and authority of the Corporation (except as at the time otherwise provided by law, by this Certificate of Incorporation or by the By-Laws) shall be vested in and exercised by the Board of Directors.


(d) The Board of Directors shall have the power without the assent or vote of the stockholders to adopt, amend, alter or repeal the By-Laws of the Corporation, except to the extent that the By-Laws or this Certificate of Incorporation otherwise provide.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

TENTH: No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of such director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware or (iv) for any transaction from which a director derives an improper personal benefit. If the General Corporation Law of the State of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended. No repeal or modification of this Article TENTH shall adversely affect any right of or protection afforded to a director of the Corporation existing immediately prior to such repeal or modification.

ELEVENTH: The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said Section from and against any and all of the expenses, liabilities or other matters referred to in or covered by such Section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

IN WITNESS WHEREOF, I do execute this Certificate and affirm and acknowledge, that this Certificate is my act and deed and that the facts stated herein are true, this 2nd day of December, 2005.


Cynthia R. Smith
Sole Incorporator

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
DRAGADOS USA, INC.

Dragados USA, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

FIRST: Dragados USA, Inc. (the "Corporation"), is a corporation formed under the laws of the State of Delaware, and its Certificate of Incorporation was filed in the Office of the Secretary of State on December 8, 2005.

SECOND: The Certificate of Incorporation is hereby amended by deleting the existing Article "FOURTH" and replacing it in its entirety with the following:

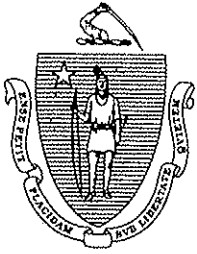
FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is twelve million (12,000,000), shares of Common Stock, having a par value of U\$1.00 per share.

THIRD: The foregoing amendment to the Certificate of Incorporation was declared advisable by the Board of Directors of the Corporation pursuant to resolutions duly adopted on June 12, 2007, and the foregoing amendment was submitted to the sole stockholder of the Corporation for its approval and duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware on June 12, 2007.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its duly authorized officer, as of this 12 day of June 2007.

DRAGADOS USA, INC.

By: /s/ Albert Garrofe
Name: Albert Garrofe
Title: Secretary Dragados USA Inc.



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

December 14, 2009

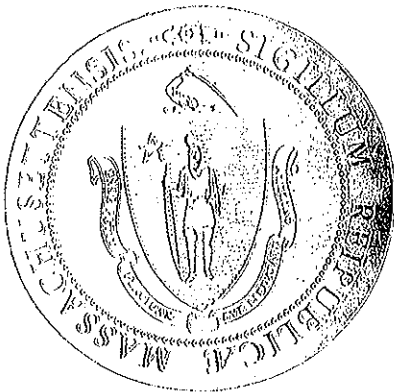
TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

TUTOR PERINI CORPORATION

is a domestic corporation organized on **January 5, 1918**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

The Commonwealth of Massachusetts

Michael Joseph Connolly
Secretary of State
One Ashburton Place, Boston, Mass. 02108

Federal Identification No. 04-1717070

RESTATED ARTICLES OF ORGANIZATION
General Laws, Chapter 156B, Section 74

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the restated articles of organization. The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114. Make check payable to the Commonwealth of Massachusetts.

We, David B. Perini, President and Patricia A. Kelly, Clerk of Perini Corporation located at 73 Mt. Wayte Avenue, Framingham, Massachusetts 01701 do hereby certify that the following restatement of the articles of organization of the corporation was duly adopted at a meeting held on ~~December 9, 1987~~ by vote of the Board of Directors.

1. The name by which the corporation shall be known is:

See Article 1 of Exhibit A

2. The purposes for which the corporation is formed are as follows:

See Article 2 of Exhibit A

3. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue is as follows:

See Article 3 of Exhibit A

<u>CLASS OF STOCK</u>	<u>WITHOUT PAR VALUE</u>	<u>WITH PAR VALUE</u>	
	<u>NUMBER OF SHARES</u>	<u>NUMBER OF SHARES</u>	<u>PAR VALUE</u>
Preferred		1,000,000	\$1.00
Common		7,500,000	\$1.00

4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established.

See Article 4 of Exhibit A

5. The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are as follows:

See Article 5 of Exhibit A

6. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

See Article 6 of Exhibit A

EXHIBIT A

PERINI CORPORATION

RESTATED ARTICLES OF ORGANIZATION

1. The name by which the corporation shall be known is:

PERINI CORPORATION

2. The purposes for which the corporation is formed are as follows:

To carry on a general contracting and construction business; to carry on a general mining business; to carry on a general business with respect to oil, gas and other natural resources; to carry on a general real estate development and operations business; to carry on a general business of promoting, conducting or producing any one or more lawful athletic or amusement activities and exhibitions; to carry on a general business of manufacturing or otherwise producing, acquiring, preparing for market, buying and selling, dealing in and with and disposing of any and all kinds of construction, sporting and amusement equipment, materials and supplies and any and all products and by-products thereof, any and all ingredients, supplies and items in any stage of production, used or useful in combination with, in substitution for or otherwise in connection with or of which any one or more such products, by-products, ingredients, supplies or items form or are suitable to form, a component part and all related machinery, appliances, apparatus and tools; to acquire, hold, use and dispose of property of whatever kind and wherever situated, and rights and interests therein, including going enterprises and the acquisition of interests in and obligations of other

concerns (wherever and however organized) or of individuals, and while the owner thereof to exercise all the rights, powers and privileges of ownership in the same manner and to the same extent that an individual might; to discover, invent or acquire rights and interests in inventions, designs, patents, patent rights and licenses, trademarks, trade names, copyrights and trade secrets in any field, whether or not cognate to any other activity of the corporation and to hold, use, sell, license the use of or otherwise utilize, deal in or dispose of the same; to lend money, credit or security to, to guarantee or assume obligations of and to aid in any other manner other concerns (wherever and however organized) or individuals, any obligation of which or any interest in which is held by this corporation or in the affairs or prosperity of which this corporation has a lawful interest, and to do all acts and things designed to protect, improve or enhance the value of any such obligation or interest; to join with others in any enterprise conducive to the success of the corporation, in such manner and on such terms and conditions as may be agreed upon; and in general, whether as principal or as agent or contractor for others and in any manner, to do every act and thing and to carry on any and all businesses and activities in any way connected with any of the foregoing which may lawfully be done or carried on by business corporations wherever such one or more businesses or activities may be so done and to exercise all the powers conferred by the laws of The Commonwealth of Massachusetts upon business corporations, provided, however, that the corporation is not organized for any purpose which prevents the provisions of Chapter 156 B of the General Laws of said Commonwealth and acts in amendment thereof and in addition thereto, from being applicable to it.

3. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue is as follows:

<u>Class of Stock</u>	<u>Without Par Value</u>	<u>With Par Value</u>	
	<u>Number of Shares</u>	<u>Number of Shares</u>	<u>Par Value</u>
Common	None	7,500,000	\$1.00
Preferred	None	1,000,000	1.00

Series of Preferred Stock

\$21.25 Convertible Exchangeable Preferred Stock	None	100,000	1.00
--	------	---------	------

Two classes of stock are authorized, Common Stock having a par value of \$1.00 per share and Preferred Stock having a par value of \$1.00 per share. Stock of any class or series authorized pursuant hereto may be issued from time to time by authority of the Board of Directors for such consideration as from time to time may be fixed by vote of the Board of Directors.

I. The Preferred Stock may consist of one or more series. The Board of Directors may, from time to time, establish and designate the different series and the variations in the relative rights and preferences as between the different series as provided in Section II hereof, but in all other respects all shares of the Preferred Stock shall be identical. In the event that at any time the Board of Directors shall have established and designated one or more series of Preferred Stock consisting of a number of shares less than all of the authorized number of shares of Preferred Stock, the remaining authorized shares of Preferred Stock shall be deemed to be shares of an undesignated series of Preferred Stock until designated by the Board of Directors as being a part of a series previously established or a new series then being established by the Board of Directors.

II. Subject to the provisions of this Description of Classes of Stock, the Board of Directors is authorized to establish one or more series of Preferred Stock and, to the extent now or hereafter permitted by the laws of the Commonwealth of Massachusetts, to fix and determine the preferences, voting powers, qualifications and special or relative rights or privileges of each series including, but not limited to:

(a) the number of shares to constitute such series and the distinctive designation thereof;

(b) the dividend rate on the shares of such series and the preferences, if any, and the special and relative rights of such shares as to dividend;

(c) whether or not the shares of such series shall be redeemable, and, if redeemable, the price, terms and manner of redemption;

(d) the preferences, if any, and the special and relative rights of the shares of such series upon liquidation of the corporation;

(e) whether or not the shares of such series shall be subject to the operation of a sinking or purchase fund and, if so, the terms and provisions of such fund;

(f) whether or not the shares of such series shall be convertible into shares of any other class or of any other series of the same or any other class of stock of the corporation and, if so, the conversion price or ratio and other conversion rights;

(g) the conditions under which the shares of such series shall have separate voting rights or no voting rights; and

(h) such other designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions of such series to the full extent now and hereafter permitted by the laws of the Commonwealth of Massachusetts.

Notwithstanding the fixing of the number of shares constituting a particular series, the Board of Directors may at any time authorize the issuance of additional shares of the same series.

III. Holders of Preferred Stock shall be entitled to receive, when and as delivered by the Board of Directors, but only out of funds legally available for the payment of dividends, cash dividends at the rates fixed by the Board of Directors for the respective series, payable on such dates in each year as the Board of Directors shall fix for the respective series as provided in Section II (hereinafter referred to as "dividend dates"). Until all accrued dividends on each series of Preferred Stock shall have been paid through the last preceding dividend date on each such series, no dividend or distribution shall be made to holders of Common Stock other than a dividend payable in Common Stock of the corporation. Dividends on shares of any cumulative series of Preferred Stock shall accumulate from and after the day on which such shares are issued, but arrearage in the payment thereof shall not bear interest. Nothing herein contained shall be deemed to limit the right of the corporation to purchase or otherwise acquire at any time any shares of its capital stock.

For purposes of this Description of Class of Stock, the amount of dividends "accrued" on any shares of any cumulative series of Preferred Stock as at any dividend date shall be deemed to be the amount of any unpaid dividends accumulated thereon to and including such dividend date, whether or not earned or declared. The amount of dividends "accrued" on any noncumulative series of Preferred Stock shall mean only those dividends declared by the Board of Directors, unless otherwise specified for such series by the Board of Directors pursuant to Section II.

IV. Upon the voluntary or involuntary liquidation of the corporation, before any payment or distribution of the assets of the corporation shall be made to or set apart for any other class of stock, the holders of Preferred Stock shall be entitled to payment of the amount of the preference payable upon such liquidation of the corporation fixed by the Board of Directors for the respective series as provided in Section II. If, upon any such liquidation, the assets of the corporation shall be insufficient to pay in full to the holders of the Preferred Stock the preferential amount aforesaid, then such assets, or the proceeds thereof, shall be distributed among the holders of each series of Preferred Stock ratably in accordance with the sums which would be payable on such distribution if all sums payable were discharged in full. The voluntary sale, conveyance, exchange or transfer of all or substantially all of the property and assets of the corporation, the merger or consolidation of the corporation into or with any other corporation, or the merger of any other corporation into it, shall not be deemed to be a liquidation of the corporation for the purpose of this Section IV.

V. Any shares of Preferred Stock which shall at any time have been redeemed or which shall at any time have been surrendered for conversion or exchange or for cancellation, pursuant to any sinking or purchase fund provisions with respect to any series of Preferred Stock, shall be retired and shall thereafter have the status of authorized and unissued shares of Preferred Stock undesignated as to series.

VI. The Common Stock shall have exclusive voting power except as required by law and except to the extent the Board of Directors shall, at the time any series of Preferred Stock is established, determine that the shares of such series shall vote (i) together as a single class with shares of Common Stock and/or with shares of Preferred Stock (or one or more other series thereof) on all or certain matters presented to the stockholders and/or upon the occurrence of any specified event or condition, and/or (ii) exclusively on certain matters or, upon the occurrence of any specified even or condition, on all or certain matters. The Board of Directors, in establishing a series of Preferred Stock and fixing the voting rights thereof, may determine that the voting power of each share of such series may be greater or less than the voting power of each share of the Common Stock or of other series of Preferred Stock notwithstanding that the shares of such series of Preferred Stock may vote as a single class with the shares of other series of Preferred Stock and/or with the shares of Common Stock.

4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established:

See Article 3 above.

5. The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are as follows:

None.

6. Other lawful provisions for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders are as follows:

6.1 The directors may make, amend or repeal the by-laws in whole or in part, except with respect to any provision thereof which by law or the by-laws requires action by the stockholders.

6.2 Meetings of the stockholders may be held anywhere in the United States.

6.3 Except as specifically authorized by statute, no stockholder shall have any right to examine any property or any books, accounts or other writings of the corporation if there is reasonable ground for belief that such examination will for any reason be adverse to the interests of the corporation, and a vote of the board of directors refusing permission to make such examination and setting forth that in the opinion of the board of directors such examination would be adverse to the interests of the corporation shall be prima facie evidence that such examination would be adverse to the interests of the corporation. Every such examination shall be subject to such reasonable regulations as the board of directors may establish in regard thereto.

6.4 The board of directors may specify the manner in which the accounts of the corporation shall be kept and may determine what constitutes net earnings, profits and surplus, what amounts, if any, shall be reserved for any corporate purpose, and what amounts, if any, shall be declared as dividends. Unless the board of directors otherwise specifies, the excess of the consideration of any share of its capital stock with par value issued by it over such par value shall be paid in surplus. All surplus shall be available for any corporate purpose, including the payment of dividends.

6.5 The corporation may purchase or otherwise acquire, hold, sell or otherwise dispose of shares of its own capital stock, and such purchase or holding shall not be deemed a reduction of its capital stock. The corporation may reduce its capital stock in any manner authorized by law. Such reduction may be effected by the cancellation and retirement of any shares of capital stock held by it. Upon any reduction of capital or capital stock, no stockholder shall have any right to demand any distribution from the corporation, except as and to the extent that the stockholders shall so have provided at the time of authorizing such reduction.

6.6 Each director and officer of the corporation shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account of the corporation, reports made to the corporation by any of its officers or employees or by counsel, accountants, appraisers or other experts or consultants selected with reasonable care by the directors, or upon other records of the corporation.

6.7 The directors shall have the power to fix from time to time their compensation.

6.8 The corporation may enter into contracts and otherwise transact business as vendor, purchaser or otherwise with its directors, officers and stockholders and with corporations, joint stock companies, trusts, firms and associations in which they are or may be or become interested as directors, officers, shareholders, members, trustees, beneficiaries or otherwise as freely as though such adverse interest did not exist even though the vote, action or presence of such director, officer or stockholder may be necessary to obligate the corporation upon such contract or transaction; and no such contract or transaction shall be avoided and no such director, officer or stockholder shall be held liable to account to the corporation or to any creditor or stockholder of the corporation for any profit or benefit realized by him through any such contract or transaction by reason of such adverse interest nor by reason of any fiduciary relationship of such director, officer or stockholder to the corporation arising out of such office or stock ownership; provided (in the case of directors and officers but not in the case of any stockholder who is not a director or officer of the corporation) the nature of the interest of such director or officer, though not necessarily the details or extent thereof, be known by or disclosed to the directors. Ownership of beneficial interest in a minority of the stock or securities of another corporation, joint stock company, trust, firm or association shall not be deemed to constitute an interest adverse to this corporation in such other corporation, joint stock company, trust, firm or association and need

not be disclosed. A general notice that a director or officer of the corporation is interested in any corporation, joint stock company, trust, firm or association shall be a sufficient disclosure as to such director or officer with respect to all contracts and transactions with that corporation, joint stock company, trust, firm, or association. In any event the authorizing or ratifying vote of a majority of the capital stock of the corporation outstanding and entitled to vote passed at a meeting duly called and held for the purposes shall validate any such contract or transaction as against all stockholders of the corporation, whether of record or not at the time of such vote, and as against all creditors and other claimants, under the corporation, and no contract or transaction shall be avoided by reason of any provision of this paragraph which would be valid but for these provisions.

6.9 The terms and conditions upon which a sale or exchange of all the property and assets, including the good will of the corporation, or any part thereof, is voted may include the payment therefor in whole or in part in shares, notes, bonds or other certificates of interest or indebtedness of any voluntary association, trust, joint stock company or corporation. Such vote or a subsequent vote may in the event of or in contemplation of proceedings for the dissolution of the corporation also provide, subject to the rights of creditors and preferred stockholders, for the distribution pro rata among the stockholders of the corporation, of the proceeds of any such sale or exchange, whether such proceeds be in cash or in securities as aforesaid (at values to be determined by the board of directors).

6.10 No director of this corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided, however, that this Article shall not eliminate or limit any liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Sections 61 or 62 of the Massachusetts Business Corporation Law, or (iv) with respect to any transaction from which the director derived an improper personal benefit.

No amendment or repeal of this Article shall adversely affect the rights and protection afforded to a director of this corporation under this Article for acts or omissions occurring while this Article is in effect.

We further certify that the foregoing restated articles of organization effect no amendments to the articles of organization of the corporation as heretofore amended, except amendments to the following articles:

None

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names this 2th day of December in the year 1987.

/s/ David B. Perini, President

/s/ Patricia A. Kelly, Clerk

THE COMMONWEALTH OF MASSACHUSETTS

RESTATED ARTICLES OF ORGANIZATION
(General Laws, Chapter 156B, Section 74)

I hereby approve the within restated articles of organization and, the filing fee in the amount of \$150.00 having been paid, said articles are deemed to have been filed with me this 8th day of January, 1988.

/s/ Michael J. Connolly
MICHAEL JOSEPH CONNOLLY
Secretary of State

TO BE FILLED IN BY CORPORATION

Photocopy of Restated Articles of Organization to be sent to:

CT Corporation System
2 Oliver Street
Boston, Massachusetts 02109
Telephone: (617) 482-4420

The Commonwealth of Massachusetts

Michael Joseph Connolly
Secretary of State
One Ashburton Place, Boston, Mass. 02108

**D
PC**

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED **Articles of Amendment** FORM MUST BE TYPED
(General Laws Chapter 156D, Section 10.06; 950 CMR 113.34)

(1) Exact name of corporation: PERINI CORPORATION

(2) Registered office address: 79 Mt. Wayte Avenue, Framingham, Massachusetts 01701
(number, street, city or town, state, zip code)

(3) These articles of amendment affect article(s): 1
(specify the number(s) of article(s) being amended (I-VI))

(4) Date adopted: May 28, 2009
(month, day, year)

(5) Approved by:

(check appropriate box)

- the incorporators.
- the board of directors without shareholder approval and shareholder approval was not required.
- the board of directors and the shareholders in the manner required by law and the articles of organization.

(6) State the article number and the text of the amendment. Unless contained in the text of the amendment, state the provisions for implementing the exchange, reclassification or cancellation of issued shares.

Article 1. The name by which the corporation shall be known is: Tutor Perini Corporation

To change the number of shares and the par value, * if any, of any type, or to designate a class or series, of stock, or change a designation of class or series of stock, which the corporation is authorized to issue, complete the following:

Total authorized prior to amendment:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE

Total authorized after amendment:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE

(7) The amendment shall be effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date and time of filing is specified: _____

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 8.21, and the comments relative thereto.*

MAY. 28. 2009. 3:24PM

CSC6173678314

NO. 5348 P. 4

Signed by _____

(signature of authorized individual)

- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

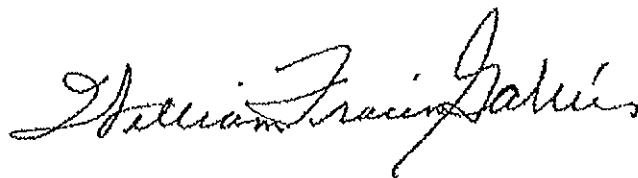
on this 28th day of May, 2009

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

May 28, 2009 3:27 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

JOINT AND SEVERAL LIABILITY LETTER

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



Washington State
Department of Transportation



October 14, 2010

Joint and Several Liability

Dragados USA, Inc. and Tutor Perini Corporation, both on behalf of Seattle Tunnel Partners, A Joint Venture, agree to be held jointly and severally liable for any and all of the duties and obligations of Seattle Tunnel Partners, A Joint Venture under the Proposal, and if awarded, under the Contract for the SR 99 Bored Tunnel Alternative Design-Build Project. Attached hereto, are the respective evidence of authority to sign for each signatory below.

Dragados USA, Inc.



Antonio Jose Nieves Guadix

Tutor Perini Corporation



James A. Frost

EVIDENCE OF AUTHORIZATION - POWERS OF ATTORNEY

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



Evidence of Authorization -
Powers of Attorney



Washington State
Department of Transportation




POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that Dragados USA, Inc. and Tutor Perini Corporation, doing business as **Seattle Tunnel Partners, A Joint Venture**, formed for the purpose of submitting a bid to and performing work for the Alaskan Way Viaduct & Seawall Replacement Program in response to the Invitation to Bids by the Washington Department of Transportation for the SR 99 Bored Tunnel Alternative Design-Build Project (the "Contract"), do hereby appoint and designate **Antonio Jose Nieves Guadix, Executive Vice-President of Dragados USA, Inc. and James A. Frost, Executive Vice-President of Tutor Perini Corporation** as true and lawful Attorneys in Fact, each with the full power and authority on its behalf and in the name of the Joint Venture and in furtherance of its purposes, to:


Execute any and all memoranda of understanding, bid/proposal documents, contracts, change orders and contract modifications, subcontracts, material contracts, and purchase orders, change orders to subcontracts and material contracts (which are consider material contracts), short term equipment leases and rental agreements, payroll affidavits and progress payment estimates, on behalf of the Joint Venture, and to bind the Joint Venture, in accordance with the terms of such contracts, agreements and instruments, but not for purchase orders for construction equipment that would become long term assets of the Joint Venture, which shall require joint approval from the respective Joint Venture Designees.

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney this 15 day of October 2010.

Attest:




Olga Polo Gomez
Secretary

Dragados USA, Inc.


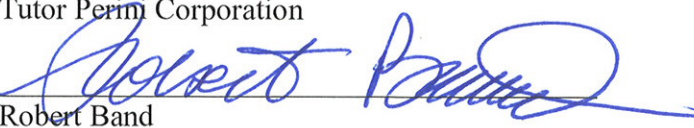
Jose Antonio Lopez-Monis Plaza
President

(No Seal required for LLC)

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney this 19th day of October 2010.



William B. Sparks
Secretary
(Corporate Seal)

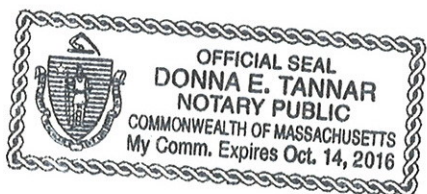
Tutor Perini Corporation


Robert Band
President

CORPORATE ACKNOWLEDGEMENT

State of Massachusetts
County of Middlesex ss:

On this 19th day of October, 2010, before me personally appeared Robert Senel, who being by me sworn, did depose and say; that he resides in Framingham, MA; that he is an President of Tutor Perini Corporation, which is the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is said corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



Don Senel
Notary Public

State of New York)
County of New York) ss:

On this 15 day of October, 2010, before me personally came José Antonio López-Monis Plaza who being by me duly sworn, did depose and say that he resides in Manhattan, New York; that he is President of Dragados USA, Inc., which is the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is said corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

VERONICA KWON
Notary Public, State of New York
No. 01KW6175353
Qualified in Nassau County
Commission Expires Oct. 9, 2011

Veronica Kwon
Notary Public

UNANIMOUS WRITTEN CONSENT

OF THE

BOARD OF DIRECTORS OF

DRAGADOS USA, INC.

Dated June 12, 2007

The undersigned, being all of the members of the board of directors (the "Board") of Dragados USA, Inc., a Delaware corporation (the "Corporation"), acting by written consent without a meeting pursuant to Section 141(f) of the Delaware General Corporation Law ("DGCL"), hereby adopt and consent to the adoption of the following resolutions with the same force and effect as though adopted at a meeting duly called and held:

RESOLVED, that Jose Antonio Lopez-Monis Plaza be, and he hereby is, reelected as President of the Corporation being modified their powers and responsibilities provided in the unanimous written consent of the Director of Dragados USA, Inc dated December 8, 2005, and he is hereby authorized to take the following action on behalf of the Corporation in an individual capacity, with the specific exception of collecting payments in cash and in bearer checks:

- To represent the Company before any public or private persons, entities or institutions, and before any federal, state or local governmental or administrative body.
- To draw up and submit bids for public and private contracts, and to sign the relevant public or private documents for the award of the contract to the Company, or to a joint venture entered into with other companies or individuals or public or private entities, either jointly or severally.
- To sign all certificates and verifications of certificates and to make such declarations and reservations as he deems fit; to make such allegations, objections or exceptions as he deems fit and to receive the balances; to accept alterations to contracts; to accept awards of contracts for supplementary and additional services, to appear at settlements for completion of contracts, or for termination or rescission of contracts, and to give his agreement thereto, and to receive any resulting balances; to request reviews of prices or considerations, to follow the proceedings throughout, and to receive and collect the amounts due to the Company in this respect. To terminate or rescind contracts and to accept terminations and rescissions.
- To enter into, execute, authorize, amend, modify, terminate or rescind all types of acts and contracts relating to the Company, with individuals and with all federal, state and local governmental and administrative bodies.

- To intervene on behalf of the Company as assignee of contracts for works, services, supplies, installation of factories and industrial plants and any other contracts relating to the Company.
 - To enter into, assign, modify, terminate or rescind contracts with subcontractors and suppliers.
 - To provide provisional and definitive guarantees and deposits to any persons, entities and institutions, whether public or private, including the application for and obtaining of guarantees, and bank deposits from banks, savings banks, credit cooperatives, reciprocal guarantee companies, financial institutions and insurance companies of any kind.
 - To withdraw, receive and collect securities and monies of all kinds to be delivered to the Company by any persons, entities, companies and institutions, whether public or private, and any federal, state or local taxing authority.
 - To make and reply to notarized demands.
 - To sign and issue receipts.
 - To acquire or lease commercial properties and offices.
 - To make sworn and other statements relating to the Company.
 - To enter into agreements with utility companies and other entities for water, electricity, telephone, telefax and all other supplies and services.
 - To hire, suspend, sanction and dismiss employees. To inform them of their duties and remuneration.
- To serve and reply to legal demands and legal claims of all kinds; To appear before all federal, state and local legislative, judicial and executive bodies of the government; to file, pursue and conclude, as claimant, defendant or otherwise, all civil, criminal, administrative, proceedings, lawsuits and actions of any kind; to engage lawyers to assist with such matters.
- To commence and pursue through all stages and to conclude arbitration proceedings of all kinds to which the Company may have submitted; to instigate such proceedings and to appear in the name of the Company, to receive notices, to submit pleadings and statements of case, to propose evidence, to appoint and challenge arbitrators, and in general to perform all acts required to conclude the arbitration proceedings, including their conclusions as a result of withdrawal, agreement or settlement. To request the correction, clarification or supplementation of the arbitration award, as well as its annulment and its provisional and definitive enforcement.
 - To attend creditors meetings, with the right to speak and vote, in judicial or extra-judicial insolvency proceedings of all kinds, and thereat to acknowledge, not acknowledge, exclude, include and not include, approve or contest debts; to request the ranking of debts owed to the Company; to contest or approve the ranking of debts owed to third parties, and to vote for or against or to abstain in

voting on the ranking of debts; to accept the appointments of receivers, administrators or liquidators, and to challenge such appointments. And in general to take all such action as may be necessary for monitoring and concluding proceedings of this type in which he intervenes.

- To form, operate, modify and dissolve joint ventures with third parties.

FURTHER RESOLVED, that Jose Antonio Lopez-Monis Plaza is hereby authorized to take the following action on behalf of the Corporation jointly with another legally authorized representative of the Corporation:

- To open, operate and close current and credit accounts in the name of the Company.
- To give money on loan.
- To obtain and provide credit facilities of all kinds from and to third parties.
- To endorse drafts and certificates of works.
- To sell, purchase, exchange and encumber movable and immovable property.
- To constitute, modify, subrogate, distribute, recognize, reduce and cancel mortgages and other liens on movable and immovable property and any other security interests.
- To receive movable or immovable property in payment or part payment.
- To purchase, sell, pledge and dispose of all types of securities, shares, stock, bonds, promissory notes and participations, to deposit them in appropriate establishments, to sign purchase orders, sale orders and contract notes.
- To sign and formalize loan and credit facility agreements, secured by personal guarantee, securities or mortgage, to dispose of the principal, to agree or contest statements of account, and to cancel such loans or credit facilities.
- To sign and formalize agreements for guarantees provided to the Company, other than guarantees provided to third parties.
- To enter into, execute, authorize, amend, modify, terminate or rescind all types of acts and contracts relating to the Company with individuals and with the federal, state and local governmental and administrative bodies.
- To assign to third parties, for a valuable consideration or free of charge, all types of contracts for works, services, supplies, installation of factories and industrial plants and any other contracts relating to the Company, and to act on behalf of the Company as assignee thereof.
- To take part in the incorporation, modification, liquidation and dissolution, in the United States, of private and public companies.

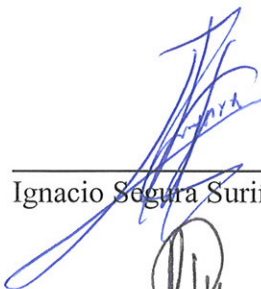
FURTHER RESOLVED, that the Corporation, through its duly authorized officers or other authorized persons, is hereby authorized in the name and on behalf of the Corporation to certify as to the adoption of any and all such resolutions,

FURTHER RESOLVED, that the Corporation is authorized and directed to take such action and to execute all documents that the duly authorized officers or other authorized persons of the Corporation may deem necessary or advisable in order to carry out the purposes of this written consent, the taking of any such actions or execution, acknowledgment, delivery, filing or recording of any such documents, instruments or certificates to be conclusive evidence of the necessary or desirability thereof;

FURTHER RESOLVED, that the Corporation is authorized to make all payments of fees and expenses associated with, related to and arising out of the transactions contemplated by this written consent otherwise related to the transactions contemplated hereunder;

FURTHER RESOLVED, that this written consent may be executed in one or more counterparts, all of which together shall be deemed to be one and the same written consent.

IN WITNESS WHEREOF, each of the undersigned has executed this written consent as of the day first written above.



Ignacio Segura Suriñach



Antonio Cortés Sánchez

UNANIMOUS WRITTEN CONSENT

OF THE

BOARD OF DIRECTORS OF

DRAGADOS USA, INC.

Dated March 1st, 2010

The undersigned, being all of the members of the board of directors (the "Board") of Dragados USA, Inc., a Delaware corporation (the "Corporation"), acting by written consent without a meeting pursuant to Section 141 (f) of the Delaware General Corporation Law ("DGCL"), hereby adopt and consent to the adoption of the following resolutions with the same force and effect as though adopted at a meeting duly called and held:

FURTHER RESOLVED, that Antonio Jose Nievas Guadix, and it hereby is, elected Executive Vice-President of the Corporation, and is hereby authorized to take the following action on behalf of the Corporation, in an individual capacity, with the specific exception of collecting payments in cash and in bearer checks:

- To represent the Company before any public or private persons, entities or institutions, and before any federal, state or local governmental or administrative body.
- To draw up and submit bids for any public and private contracts, and to sign the relevant public or private documents for the award of the contract to the company, or to a joint venture entered into with other companies or individuals or public or private entities, either jointly or severally.
- To sign all certificates and verifications of certificates and to make such declarations and reservations as he deem fit; to make such allegations, objections or exceptions as he deems fit and to receive the balances; to accept alterations to contracts; to accept awards of contracts for supplementary and additional services; to appear at settlements for completion of contracts, and to give his agreement thereto, and to receive any proceeding s throughout, and to receive and collect the amounts due to the Company in this respect. To terminate or rescind contracts and to accept terminations and rescissions.
- To enter into, execute, authorize, amend, modify, terminate or rescind all types of acts and contracts relating to the Company, with individuals and with all federal, state and local governmental and administrative bodies.

- To intervene on behalf of the company as assignee of contracts for works, services, supplies, installations of factories and industrial plants and any other contracts relating to the Company.
- To enter into, assign, modify, terminate or rescind contracts with subcontractors and suppliers.
- To provide provisional and definitive guarantees and deposits to any persons, entities and institutions, whether public or private, including the application for and obtaining of guarantees, and bank deposits from banks, saving banks, credit cooperatives, reciprocal guarantees companies, financial institutions and insurance companies of any kind.
- To withdraw, receive and collect securities and monies of all kinds to be delivered to the Company by any persons, entities, companies and institutions, whether to public or private, and any federal, state or local taxing authority.
- To make and reply to notarized demands.
- To sign and issue receipts.
- To acquire or lease commercial properties and offices.
- To make sworn and other statements relating to the Company.
- To enter into agreements with utility companies and other utility companies and other entities for water, electricity, telephone, telefax and all other supplies and services.
- To hire, suspend, sanction and dismiss employees. To inform them of their duties and remuneration.

To serve and reply to legal demands and legal claims of all kinds. To appear before all federal, state and local legislative, judicial and executive bodies of the government; to file, pursue and conclude, as claimant, defendant or otherwise, all civil, criminal, administrative, proceedings, lawsuits and action of any kind; to engage lawyers to assist with such matters.

- To commence and pursue through all stages and to conclude arbitration proceedings of all kinds to which the Company may have submitted; to instigate such proceedings and to appear in the name of the Company, to receive notice, to submit pleadings and statements of case, to propose evidence, to appoint and challenge arbitrators, and in general to perform all acts required to conclude the arbitration proceedings, including their conclusions as a result of withdrawal, agreement or settlement. To request the correction, clarification or

supplementation of the arbitration award, as well as its annulment and its provisional and definitive enforcement.

- To attend creditors meetings, with the right to speak and vote, in judicial or extra-judicial insolvency proceedings of all kinds, and thereat to acknowledge, not acknowledge, exclude, include and not include, approve or contest debts; to request the ranking of debts owed to the Company; to contest or approve the ranking of debts owed to third parties, and to vote for or against or to abstain in voting on the ranking of debts; to accept the appointments of receivers, administrators or liquidators, and to challenge such appointments. And in general to take all such action as may be necessary for monitoring and concluding proceedings of this type in which he intervenes.
- To form, operate, modify and dissolve joint ventures with third parties.

FURTHER RESOLVED, that Antonio Nievas is hereby authorized to take the following action on behalf of the Corporation jointly with another legally authorized representative of the Corporation:

- To open, operate and close current and credit accounts in the name of the Company.
- To give money on loan.
- To obtain and provide credit facilities of all kinds from and to third parties.
- To endorse drafts and certificates of works.
- To sell, purchase, exchange and encumber movable and immovable property.
- To constitute, modify, subrogate, distribute, recognize, reduce and cancel mortgages and other liens on movable and immovable property and any other security interests.
- To receive movable or immovable property in payment or part payment.
- To purchase, sell, pledge and dispose of all types of securities, shares, stock, bonds, promissory notes and participations, to deposit them in appropriate establishments, to sign purchase orders, sale orders and contract notes.
- To sign and formalize loan and credit facility agreements, secured by personal guarantee, securities or mortgage, to dispose of the principal, to agree or contest statements of account, and to cancel such loans or credit facilities.
- To sign and formalize agreements for guarantees provided to the Company, other than guarantees provided to third parties.

- To enter into, execute, authorize, amend, modify, terminate or rescind all types of acts and contracts relating to the Company with individuals and with the federal, state and local governmental and administrative bodies.
- To assign to third parties, for a valuable consideration or free of charge, all types of contracts for works, services, supplies, installation of factories and industrial plants and any other contracts relating to the Company, and to act on behalf of the Company as assignee thereof.
- To take part in the incorporation, modification, liquidation and dissolution, in the United States, or private and public companies.

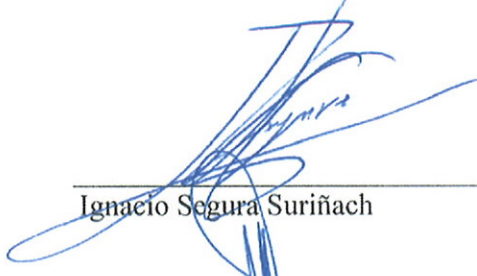
FURTHER RESOLVED, that the Corporation, through its duly authorized officers or other authorized persons, is hereby authorized in the name and on behalf of the Corporation to certify as to the adoption of any and all such resolutions,

FURTHER RESOLVED, that the Corporation is authorized and directed to take such action and to execute all documents that the duly authorized officers or other authorized persons of the Corporation may deem necessary or advisable in order to carry out the purposes of this written consent, the taking of any such actions or execution, acknowledgment, delivery, filing or recording of any such documents, instruments or certificates to be conclusive evidence of the necessary or desirability thereof;

FURTHER RESOLVED, that the Corporation is authorized to make all payments of fees and expenses associated with, related to and arising out of the transactions contemplated by this written consent otherwise related to the transactions contemplated hereunder;

FURTHER RESOLVED, that this written consent may be executed in one or more counterparts, all of which together shall be deemed to be one and the same written consent.

IN WITNESS WHEREOF, each of the undersigned has executed this written consent as of the day first written above.



Ignacio Segura Suriñach



Eloy Dominguez Adame Bozzano

Tutor Perini Corporation
15901 Olden Street
Sylmar, CA 91342
Tel: 818/362-8391 Fax: 818/367-5379

Tutor Perini

Over a Century of Excellence

SECRETARY'S CERTIFICATE

I, Lisa M. Melonas, do hereby certify that I am the Assistant Secretary and Clerk of Tutor Perini Corporation, a corporation duly organized and existing under the laws of the State of Massachusetts (hereinafter the "Corporation"), and that as such I have access to and custody of the corporate records and minute books of the Corporation; and

I further certify:

1. That at a Regular Meeting of the Board of Directors of Tutor Perini Corporation, duly and legally held on March 16, 2005, at which meeting a quorum was present and voting throughout, the following resolution was unanimously adopted:

"VOTED: That the Chairman, President, Chief Executive Officer, Chief Financial Officer, any Executive Vice President, any Senior Vice President or Treasurer of the Corporation, be, and each of them hereby is authorized to execute and deliver, on behalf of and in the name of the Corporation, applications, bids, bonds, deeds, financial instruments, agreements, contracts, subcontracts, limited liability company, partnership and joint venture agreements (with other corporations, partnerships, limited liability companies, joint ventures or individuals), reports, proofs of loss, affidavits or instruments or documents, to execute powers of attorney authorizing others to do any of the foregoing and to designate other appropriate officers or employees of the Corporation to exercise any of the foregoing powers, all as may be necessary or appropriate to the conduct of the Corporation's business as it may be conducted from time to time. By way of example and not by way of limitation, the above-mentioned officers, employees and attorneys-in-fact are authorized to tender bids and negotiate proposals for construction projects, to enter into agreements, contracts, subcontracts, partnership and joint venture agreements for any such project, to sign consents of surety and proofs of loss in connection with insurance claims and to acquire, lease, or sell and convey property of any description, both real and personal, and to make, execute and deliver limited liability company agreements, deeds, bills of sale, leases, releases and conveyances of any character and to do and perform all other acts as may be deemed necessary or advisable in connection with any of the foregoing; and further

VOTED: That the Chairman, President, Chief Executive Officer, Chief Financial Officer, any Executive Vice President, any Senior Vice President or Treasurer of this Corporation, acting singly be, and he hereby is, authorized and empowered from time to time to do any and all things, to take any and all actions which in his judgment may be necessary or advisable to fully carry out the intent of the foregoing vote."

2. That the above resolution appears on record in the minute book of Tutor Perini Corporation as of this date and has not been amended or modified; and

3. That James A. Frost is the duly appointed Executive Vice President of Tutor Perini Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Tutor Perini Corporation this 21st day of October, 2010.



A handwritten signature in blue ink, which reads "Lisa M. Melonas", is written over a horizontal line. The signature is fluid and cursive.

Lisa M. Melonas, Assistant Secretary

Tutor Perini Corporation
15901 Olden Street
Sylmar, CA 91342
Tel: 818/362-8391 Fax: 818/367-5379

Tutor Perini

Over a Century of Excellence

SECRETARY'S CERTIFICATE

I, Lisa M. Melonas, do hereby certify that I am the Assistant Secretary and Clerk of Tutor Perini Corporation, a corporation duly organized and existing under the laws of the State of Massachusetts (hereinafter the "Corporation"), and that as such I have access to and custody of the corporate records and minute books of the Corporation; and

I further certify:

1. That at a Regular Meeting of the Board of Directors of Tutor Perini Corporation, duly and legally held on March 16, 2005, at which meeting a quorum was present and voting throughout, the following resolution was unanimously adopted:

"VOTED: That the Chairman, President, Chief Executive Officer, Chief Financial Officer, any Executive Vice President, any Senior Vice President or Treasurer of the Corporation, be, and each of them hereby is authorized to execute and deliver, on behalf of and in the name of the Corporation, applications, bids, bonds, deeds, financial instruments, agreements, contracts, subcontracts, limited liability company, partnership and joint venture agreements (with other corporations, partnerships, limited liability companies, joint ventures or individuals), reports, proofs of loss, affidavits or instruments or documents, to execute powers of attorney authorizing others to do any of the foregoing and to designate other appropriate officers or employees of the Corporation to exercise any of the foregoing powers, all as may be necessary or appropriate to the conduct of the Corporation's business as it may be conducted from time to time. By way of example and not by way of limitation, the above-mentioned officers, employees and attorneys-in-fact are authorized to tender bids and negotiate proposals for construction projects, to enter into agreements, contracts, subcontracts, partnership and joint venture agreements for any such project, to sign consents of surety and proofs of loss in connection with insurance claims and to acquire, lease, or sell and convey property of any description, both real and personal, and to make, execute and deliver limited liability company agreements, deeds, bills of sale, leases, releases and conveyances of any character and to do and perform all other acts as may be deemed necessary or advisable in connection with any of the foregoing; and further

VOTED: That the Chairman, President, Chief Executive Officer, Chief Financial Officer, any Executive Vice President, any Senior Vice President or Treasurer of this Corporation, acting singly be, and he hereby is, authorized and empowered from time to time to do any and all things, to take any and all actions which in his judgment may be necessary or advisable to fully carry out the intent of the foregoing vote."

2. That the above resolution appears on record in the minute book of Tutor Perini Corporation as of this date and has not been amended or modified; and

3. That James A. Frost is the duly appointed Executive Vice President of Tutor Perini Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Tutor Perini Corporation this 21st day of October, 2010.



A handwritten signature in blue ink, which appears to read "Lisa M. Melonas", is written over a horizontal line.

Lisa M. Melonas, Assistant Secretary

INFORMATION AND WORK SITE CERTIFICATION

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



Information and Work
Site Certification



Washington State
Department of Transportation



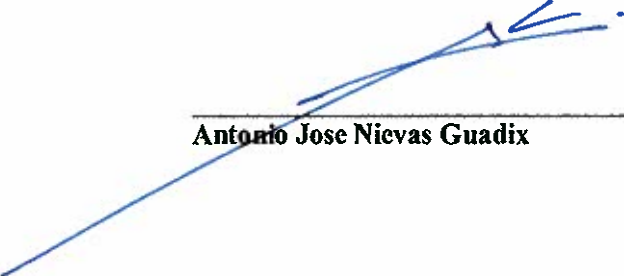
October 14, 2010

Information and Work Site Certification

It is hereby certified that Seattle Tunnel Partners, A Joint Venture (the "Proposer") has, prior to submitting its Proposal, in accordance with generally accepted engineering and construction practices, reviewed the Reference Documents and other information provided by Washington State Department Of Transportation; inspected and examined the site and surrounding locations; and undertaken other appropriate activities sufficient to familiarize itself with surface conditions and subsurface conditions that are discernible from the surface and affect the Project, to the extent the Proposer deemed necessary of advisable for submittal of a Proposal in connection with SR 99 Bored Tunnel Alternative Design-Build Project (the "Project"). As a result of such review, inspection, examination, and other activities, the Proposer is familiar with and accepts the site and the physical requirements of the Work.

SEATTLE TUNNEL PARTNERS, A JOINT VENTURE

By: Dragados USA, Inc.



Antonio Jose Nievas Guadix

By: Tutor Perini Corporation



James A. Frost

CERTIFICATION REGARDING CHANGES TO KEY PERSONNEL AND MAJOR PARTICIPANTS

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



Washington State
Department of Transportation





**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

**Alaskan Way Viaduct & Seawall
Replacement Program**
999 Third Avenue, #2424, MS NB82-230
Seattle, WA 98104-4019

206-267-6840 / Fax 206-382-5291
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 3, 2010

Seattle Tunnel Partners
C/O Richard S. Page
Vice President - HNTB
600 108th Ave NE
Bellevue, WA 98004

SR 99 Bored Tunnel Alternative
Design-Build Project
**Subject: Major Participant Substitution
and Change in Organizational
Structure Approved**

Dear Mr. Page:

WSDOT has reviewed your May 6 submittal requesting the following changes in Seattle Tunnel Partners' organization:

- Replace two Major participants, Atkinson Construction, LLC and Barnard Construction Company, Inc., with Tutor Perini Corporation.
- Change the Proposer from Dragados USA, Inc. to a Joint Venture of Dragados USA, Inc. and Tutor Perini Corporation.

The above request has been made in compliance with Section 2.12 of the Instructions To Proposers and is approved.

If you have any questions, please contact me at (206) 267-6847.

Sincerely,

Brian Nielsen, P.E.
Engineering Manager

BDN:bn

Project File



**Washington State
Department of Transportation**

Paula Hammond
Secretary of Transportation

Alaskan Way Viaduct Replacement Program
999 Third Avenue, Suite 2424, MS NB82-230
Seattle, WA 98104-4019
206-267-6840/ fax 206-267-4091
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 23, 2010

Mr. Gabriel Heredero
Proposal Manager
Dragados USA, Inc.
600 108th Avenue NE, #900
Bellevue, WA 98004

RE: SR 99 Bored Tunnel Alternative Design-Build Project
Environmental Manger Substitution

Dear Mr. Heredero:

WSDOT has reviewed your August 18, 2010 submittal requesting the following changes in Seattle Tunnel Partners' organization:

- Replace Environmental Manager, Ronald Bockleman, with William (Bill) Jordan

The above request has been made in compliance with Section 2.12 of the Instructions To Proposers and is approved.

If you have any questions, please contact me at (206) 267-6847.

Sincerely,

A handwritten signature in blue ink that reads "Brian Nielsen".

BRIAN NIELSEN
SR 99 Bored Tunnel Alternative
Procurement Manager

BDN:bn

Project File



**Washington State
Department of Transportation**

Paula Hammond
Secretary of Transportation

Alaskan Way Viaduct Replacement Program
999 Third Avenue, Suite 2424, MS NB82-230
Seattle, WA 98104-4019
206-267-6840/ fax 206-267-4091
TTY: 1-800-833-6388
www.wsdot.wa.gov

October 8, 2010

Mr. Gabriel Heredero
Proposal Manager
Dragados USA, Inc.
600 108th Avenue NE, #900
Bellevue, WA 98004

RE: SR 99 Bored Tunnel Alternative Design-Build Project
Tunnel Systems Manger Substitution

Dear Mr. Heredero:

WSDOT has reviewed your September 24 submittal requesting the following changes in Seattle Tunnel Partners' organization:

- Replace Tunnel Systems Manager, Glen Fromm, with Jorge Vano

The above request has been made in compliance with Section 2.12 of the Instructions To Proposers and is approved.

If you have any questions, please contact me at (206) 805-5426.

Sincerely,

BRIAN NIELSEN
SR 99 Bored Tunnel Alternative
Procurement Manager

BDN:bn

Project File

CERTIFICATION REGARDING RIGHT-OF-WAY

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



Washington State
Department of Transportation



October 14, 2010

Certification Regarding Right of Way

It is hereby certified that Seattle Tunnel Partners, A Joint Venture, will construct the Work within the Right of Way identified in Appendix R of the Technical Requirements included in the RFP dated October 28, 2010, for SR 99 Bored Tunnel Alternative Design-Build Project (the "Project").

SEATTLE TUNNEL PARTNERS, A JOINT VENTURE

By: Dragados USA, Inc.



Antonio Jose Nieves Guadix

By: Tutor Perini Corporation



James A. Frost

FORM M

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB

Form M



Washington State
Department of Transportation



FORM M
STIPEND AGREEMENT
Washington State Department of Transportation
Design-Build Request for Proposals
SR 99 Bored Tunnel Alternative Design-Build Project

THIS STIPEND AGREEMENT (this "Agreement") is made and entered into as of this October 14, 2010, by and between the Washington State Department of Transportation ("Department"), SEATTLE TUNNEL PARTNERS, a JOINT VENTURE, ("Proposer"), with reference to the following facts:

1. Proposer is one of the entities pre-qualified to submit Proposals for the SR 99 Bored Tunnel Alternative Design-Build Project (the "Project"), and wishes to submit a Proposal in response to the Request for Proposals for the Project (the "RFP") issued by the Department.
2. The RFP requires each Proposer to execute and deliver a Stipend Agreement to the Department by the date specified in the RFP, as a condition to the Department's obligation to pay a stipend to the Proposer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services and Performance.** Department hereby retains Proposer to prepare a responsive Proposal in response to the RFP. A "responsive" Proposal means a Proposal submitted by a qualified Proposer, which conforms in all material respects to the requirements of the RFP, as determined by Department, and is timely received by Department.
Subject to the provisions of the RFP documents regarding ownership of EPDs, all work performed by Proposer and its team members pursuant to this Agreement shall be considered work for hire, and the products of such work shall become the property of Department without restriction or limitation on their use. Neither Proposer nor any of its team members shall copyright any of the material developed under this Agreement.
Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the RFP.
2. **Term.** Unless otherwise provided herein, the provisions of this Agreement shall remain in full force and effect until execution of the Contract or until one year from the date of the execution of this Agreement, whichever occurs first. Services are authorized to commence effective upon the execution date of this Agreement and Proposal, and they are due by the dates set forth in the RFP.
3. **Compensation and Payment.**
 - a. Compensation payable to Proposer for the services described herein shall be in the maximum amount of \$4,000,000. A prorated stipend payment payable to the Proposer is allowable upon cancelation of the procurement by WSDOT as set forth in Section 6.0 of the Instructions to Proposers.
 - b. Payment will be owing hereunder only after receipt and approval of goods and services, and will be made within 45 days after award of the Contract or the decision not to award a contract, or to cancel the procurement after receipt of a proper invoice submitted to Department under this paragraph 3(c). The invoice must be accompanied by a letter stating that the Proposer agrees with the terms of this agreement. Such invoice may not be submitted until one business day after the earlier to occur of (i) award of the Contract,

1 (ii) cancellation of the procurement, or (iii) expiration of the time period for award stated
2 in the RFP, as the same may have been extended by Department pursuant to the terms of
3 the RFP. Department will advise Proposer when said Contract is executed.

4 c. This Agreement involves the submission of a Proposal by Proposer that must be received
5 by the due date set forth in the RFP and determined responsive by Department as a
6 condition of payment.

7 **4. Indemnities.**

8 a. Subject to the limitations contained in Section 6 of the ITP, the Proposer shall indemnify,
9 protect and hold harmless Department and its directors, officers, employees and
10 contractors from, and Proposer shall defend at its own expense, all claims, costs,
11 expenses, liabilities, demands, or suits at law or equity of, by or in favor of or awarded to
12 any third party arising in whole or in part from the negligence or willful misconduct of
13 Proposer or any of its agents, officers, employees, representatives or subcontractors or
14 breach of any of Proposer's obligations under this Agreement.

15 b. Furthermore, if any claim or suit is caused by or results from the concurrent negligence of
16 Proposer or its agents, officers, employees or representatives, this indemnity provision
17 shall be enforceable only to the extent of Proposer's negligence or the negligence of
18 Proposer's agents, officers, employees, representatives or subcontractors.

19 **5. Compliance with Laws.**

20 a. Proposer acknowledges that all written correspondence, exhibits, photographs, reports,
21 printed material, tapes, electronic disks, and other graphic and visual aids submitted to
22 Department during this procurement process, excluding only the EPDs, are, upon their
23 receipt by Department, the property of Department and are subject to the Washington
24 Public Records Act.

25 b. Proposer shall comply with all federal, state, and local laws, ordinances, rules, and
26 regulations applicable to the work, and shall not discriminate on the grounds of race,
27 color, religion, sex, national origin, age, or disability in the performance of work under
28 this Agreement.

29 c. Proposer covenants and agrees that it and its employees shall be bound by the standards
30 of conduct provided in applicable laws, ordinances, rules, and regulations as they relate to
31 work performed under this Agreement. Proposer agrees to incorporate the provisions of
32 this paragraph in any subcontract into which it might enter with reference to the work
33 performed pursuant to this Agreement.

34 **6. Early Termination.**

35 This Agreement may be terminated by Department in whole or in part at any time termination
36 is in the interest of Department. No payment will be owing by Department in the event of
37 any such termination, except as provided in paragraph 3(a) above.

38 **7. Assignment.**

39 Proposer shall not assign this Agreement without Department's prior written consent. Any
40 assignment of this Agreement without such consent shall be null and void.

8. Miscellaneous.

- a. Proposer and Department agree that Proposer, its team members, and their respective employees are not agents of Department as a result of this Agreement.
- b. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.
- c. This Agreement, together with the RFP, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.
- d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Washington, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.
- e. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION

By: _____

Name: _____

Title: _____

SEATTLE TUNNEL PARTNERS

By: _____

Name: Antonio Jose Nieves Guadix

Title: Exec. Vice Pres., Dragados-USA Inc.

By: _____

Name: James A. Frost

Title: Exec. Vice Pres., Tutor Perini Corporation

FORM 0

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



Washington State
Department of Transportation



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

FORM O
WSDOT FORM 271-015
SUBCONTRACTOR LIST

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

Prepared in compliance with RCW 39.30.060
TO BE SUBMITTED WITH THE BID PROPOSAL

Project Name: SR 99 Bored Tunnel Alternative Design-Build Project

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name J H Kelly LLC
Work to be performed Electrical Work

Subcontractor Name JH Kelly LLC
Work to be performed Heating, ventilation, air conditioning and plumbing.

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

** Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and must be installed by a licensed electrical contractor, even if the installation is for future use and no wiring of current is connected during the project.*

FORM R

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



Washington State
Department of Transportation



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

FORM R
ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION

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

(To be signed by authorized Proposer Representative)

Name of Proposer: SEATTLE TUNNEL PARTNERS, A JOINT VENTURE

My signature below certifies that, prior to submitting this Proposal, I have conducted an internal review of Proposer's current affiliations and have required Proposer's team members to identify potential, real, or perceived Organizational Conflicts of Interest relative to the anticipated procurement, in accordance with the Secretary's Executive Order E-1059.00 and WSDOT *Organizational Conflict of Interest Manual M-3043*.

I further certify that "*Organizational Conflict of Interest Disclosure and Avoidance/Neutralization Plan*" forms are attached, as listed below, for all real or potential organizational conflicts of interest as defined in WSDOT Organizational Conflict of Interest Manual M-3043 for all Proposer team members.

Signed  Date OCTOBER 14, 2010

Printed Name and Title: Antonio Jose Nievas, Exec. Vice President Dragados-USA, Inc.

Signed  Date OCTOBER 14, 2010

Printed Name and Title: Jack Frost, Exec. Vice President Tutor Perini Corporation

List Attachments by name of person or firm potentially conflicted:

Kittie Ford; HERRERA ENVIRONMENTAL CONSULTANTS, INC.

FORM S

Form S

SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT

DRAGADOS USA – TUTOR PERINI – HNTB



Washington State
Department of Transportation



FORM S

**ORGANIZATIONAL CONFLICTS OF INTEREST
DISCLOSURE AND AVOIDANCE/NEUTRALIZATION / MITIGATION PLAN**

**Washington State Department of Transportation
Design-Build Request for Proposals
SR 99 Bored Tunnel Alternative Design-Build Project**

This disclosure statement outlines potential organizational conflicts of interest, either real or apparent, which as a result of activities or relationships with other persons or entities, such person or entity:

1. Is unable or potentially unable to render impartial assistance or advice to WSDOT; or
2. Is or might be otherwise impaired in its objectivity in performing the contract work; or
3. Has an unfair competitive advantage.

SECTION I of this disclosure statement describes the potential Organizational Conflict of Interest, as described in Secretary's Executive Order E-1059.00 and WSDOT *Organizational Conflict of Interest Manual* M-3043. SECTION II of this disclosure statement describes the management plan for avoiding, or neutralizing the potential Organizational Conflicts of Interest as described in SECTION I of this disclosure statement. I acknowledge that the Washington State Department of Transportation (WSDOT) may require revisions to the management plan described in SECTION II of this disclosure statement prior to approving it, and that WSDOT has the right, in its sole discretion, to limit or prohibit my involvement in the Project as a result of the potential conflicts of interest described in SECTION I of this disclosure statement.

SECTION Ia – Name of Person or Firm Potentially Conflicted

Kittie Ford; Herrera Environmental Consultants, Inc.

SECTION Ib – Current Project Name and Scope of Work

SDOT Environmental Coordination Services; SPU Support Services Contract for Viaduct/Waterfront (minor subcontractor role on proposal; no work orders to date or anticipated)

SECTION Ic – Future Project Name and Description of Potential Conflict Of Interest

Seattle Central Waterfront Project Design Services

SECTION II - Plan for Managing Potential Conflicts Of Interest

Kittie Ford will not provide assistance or advice to WSDOT for the SR99 Bored Tunnel Design-Build project; Personnel working under each contract will be separated and firewalled from personnel working under the SR99 Bored Tunnel Design-build Project.

Signed Carol Slaughterbeck Date October 21, 2010

Printed Name and Title Carol Slaughterbeck, P.E., Executive Vice President