



Washington State  
Department of Transportation

## SR 520 Bridge Replacement and HOV Program

I-5 to Medina: Bridge Replacement and HOV Project



# SR 520 Evergreen Point Floating Bridge and Landings Project

# Request for Proposal

December 6, 2010

## Instructions to Proposers



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1 **1.0 GENERAL INFORMATION**

2 **1.1 INTRODUCTION**

3 The Washington State Department of Transportation (WSDOT) will use a two-phase  
4 process to select a design-build contractor (“Design-Builder”) to deliver the **SR 520**  
5 **Evergreen Point Floating Bridge and Landings Project** (the “Project”) described  
6 in the Contract. During the first phase of the procurement, WSDOT determined the short  
7 list of Proposers for the Project based on Statements of Qualifications (SOQs) it received in  
8 response to its Request for Qualifications (RFQ), dated August 16, 2010. This Request for  
9 Proposal (RFP) is issued as part of the second phase of the procurement.

10 The RFP documents consist of these Instructions to Proposers (ITP); the Contract Form,  
11 which will be conformed to include information based on the successful Proposer’s  
12 Proposal, and signed by WSDOT and the Design-Builder; and other documents  
13 identified in Appendix A1 of the RFP.

14 WSDOT invites the SOQ submitters who have been advised that they are on the short list  
15 (Proposers) to submit competitive sealed proposals (Proposals) for design and  
16 construction of the Project, as more specifically described in this RFP. WSDOT will  
17 award the Contract for the Project (if at all) to the responsive and responsible Proposer  
18 offering a Proposal that meets the standards established by WSDOT, and that is  
19 determined by WSDOT to provide the best value to WSDOT. The process for  
20 determining the best value includes a review of the pass/fail requirements; the quality of  
21 the Proposer’s Technical Proposal; and the Proposer’s Price Proposal. WSDOT will  
22 accept Proposals only from short-listed Proposers.

23 **1.2 DEFINITIONS**

24 Capitalized terms used in the ITP, and not otherwise defined herein, shall have the  
25 meanings set forth in the General Provisions.

26 **1.3 SCOPE OF WORK**

27 The detailed Project description is provided in Section 2.1 of the Technical  
28 Requirements. The Work includes all services, labor, material, and equipment necessary  
29 to design and build the Project in accordance with the Contract.

30 Proposers are advised that this RFP was developed to organize and consolidate the  
31 specifications and design and construction criteria for all Project components. However,  
32 the Technical Requirements do not specifically describe every detail of the Work  
33 required. It is each Proposer’s responsibility to review all pertinent Project requirements  
34 and criteria, as contained in the entire RFP, and the Proposer selected as the Design-  
35 Builder must perform its obligations in accordance with the requirements of the entire  
36 RFP. The Design-Builder shall not rely on the physical description contained in the  
37 Contract to identify all of the Project components. The Design-Builder shall determine  
38 the full scope of the Project through a thorough examination of the RFP, the Project site,  
39 and any reasonable inferences to be gathered from each.

40

1    **1.3.1    BASIC CONFIGURATION**

2    The Basic Configuration is defined in Section 1-01 of the General Provisions. The  
3    Proposal must be consistent with the Basic Configuration, subject only to such changes  
4    as may have been approved by WSDOT in accordance with the Alternative Technical  
5    Concepts (ATCs) process described herein.

6    **1.3.2    CONCEPTUAL PLANS AND REFERENCE DOCUMENTS**

7    The Reference Documents contained in the RFP (including those portions of the  
8    Conceptual Design that do not establish the Basic Configuration elements) are provided  
9    for informational purposes to assist the Proposers in preparing their Proposals, but the  
10   Reference Documents do not represent requirements binding on the Design-Builder.  
11   WSDOT makes no representation or warranty as to the accuracy, adequacy, applicability,  
12   or completeness of the Reference Documents. Except to the extent set forth to the  
13   contrary in the Contract, reliance upon the Reference Documents shall be at the  
14   Proposer's risk, and WSDOT shall have no liability or obligation as a result of the  
15   inaccuracy, inadequacy, inapplicability, or incompleteness of the Reference Documents,  
16   regardless of the contents thereof.

17   Each Proposer is responsible for reviewing the Conceptual Plans in advance of  
18   submitting its Proposal, for purposes of assessing their adequacy for meeting the  
19   Contract requirements, and determining whether any changes are necessary or  
20   advisable. The Design-Builder shall be solely responsible for Project design and  
21   construction in accordance with the Contract.

22   **1.3.3    UTILITY RELOCATIONS**

23   Section 1-07.17 of the General Provisions and the Technical Requirements – Chapter 2  
24   (together with any documents referenced therein) set forth the rights and obligations of  
25   WSDOT, the Design-Builder, and any Utility Owner with respect to Relocation and  
26   Relocation Costs. Price Proposals shall be consistent with the requirements of Section 1-  
27   07.17 of the General Provisions. WSDOT funds are not available for Relocation Costs  
28   arising out of the Relocation of a Utility for which the Utility Owner has Cost  
29   Responsibility. Proposers are required to certify that they have not included in their  
30   Price Proposal any such Relocation Costs (see Form L).

31   **1.3.4    VALUES AND PROJECT GOALS**

32   WSDOT is focused on delivering high quality transportation infrastructure while  
33   minimizing impacts to the public and environmental resources. The SR 520 Evergreen  
34   Point Floating Bridge and Landings Project is intended to expedite the construction of  
35   safe and effective corridor improvements that enhance the existing multi-modal system  
36   in an efficient manner.

37   The following are WSDOT's values:

- 38       • Safety
- 39       • Accountability (on time, on budget, quality products and services)
- 40       • Effective and Transparent Communication
- 41       • Disadvantaged Business Enterprise (DBE) Contractor Participation

1 With WSDOT's values in mind, WSDOT has established the following Project goals.  
2 These goals are listed in hierarchical order, with the most important goal listed first:

- 3 • **Project Infrastructure** – Integrate components from multiple sources to  
4 provide a durable, low life-cycle cost floating bridge structure that may be  
5 modified in the future to accommodate additional capacity. All new  
6 infrastructure should seamlessly connect at project limits and allow maximum  
7 capacity improvements and provide an aesthetically acceptable facility to the  
8 local communities.
- 9 • **On Time & Within Budget** – Achieve schedule milestones and leverage  
10 opportunities for schedule enhancement to support the goal of opening the new  
11 facilities to traffic in 2014 within the available budget.
- 12 • **Environmental Stewardship** – Meet or exceed all Project requirements  
13 related to the protection and enhancement of the environment. This goal includes  
14 effective reductions in temporary and permanent aquatic impacts; minimizing  
15 construction impacts and delays to the traveling public; and providing a  
16 sustainable transportation system that preserves the environment, is durable and  
17 takes into account how we build and the materials we use.
- 18 • **Maximize Opportunities for Positive Community Involvement and**  
19 **Interaction** – Work with WSDOT to engage in effective communications, public  
20 outreach and community involvement to address Project impacts on, and  
21 opportunities for: individuals, businesses, neighborhoods and other stakeholders.

### 22 1.3.5 VALIDITY PERIOD; NOTICE TO PROCEED

23 Proposals shall remain valid for ninety (90) Calendar Days after the Proposal Due Date.  
24 WSDOT anticipates that the first Notice to Proceed (NTP 1) will be issued shortly after  
25 Contract execution, but WSDOT may defer issuance of NTP 1 for up to 30 Calendar Days  
26 after Contract execution. The second Notice to Proceed (NTP2) will be issued on or  
27 before September 1, 2011.

### 28 1.3.6 PROCUREMENT SCHEDULE

29 Table 1—Procurement Schedule

Action	Date
RFP issued	December 6, 2010
Voluntary Proposer meeting (WSDOT Lead)	December 15, 2010
Voluntary Proposer meeting (Proposer Lead)	January 3, 2011 – April 1, 2011
ATC submittal deadline	April 13, 2011
Deadline for submitting Proposers' questions	April 13, 2011
Deadline for WSDOT response to Proposers' questions	April 27, 2011
Proposals Due	May 4, 2011
Apparent Best Value Proposer announced	June 1, 2011
Contract awarded	June 13, 2011

1 **1.3.7 PROJECT COST**

2 The estimated Proposal Price is in the range of \$600,000,000 to \$750,000,000.

3 **1.3.8 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**  
4 **REQUIREMENTS**

5 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to  
6 this Project. The following section describes the DBE Performance Plan which the  
7 Proposer shall submit in Appendix A as part of a responsive Proposal.

8 The DBE Performance Plan is a pass/fail factor. Failure to achieve a “pass” rating on this  
9 pass/fail factor shall result in the Proposal being declared non-responsive and the  
10 Proposer being disqualified.

11 **1.3.8.1 DBE GOALS**

12 WSDOT has established a DBE goal in the amount of seven (7) percent.

13 **1.3.8.2 DBE PERFORMANCE PLAN**

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

18 To receive a “pass” rating on this factor, the DBE Participation Plan must satisfy the  
19 following requirements:

- 20
- 21 • The DBE Performance Plan shall include a detailed description of the Design-  
Builder’s good faith efforts for achieving the DBE goal; and
  - 22 • The DBE Performance Plan shall document how the Proposer will obtain  
23 sufficient DBE participation to meet the DBE goal, and a schedule for DBE  
24 participation during the performance of the Contract.

25 Good faith efforts include, but are not limited to, the following:

- 26 • Attendance at any pre-solicitation or pre-bid meetings scheduled by WSDOT  
27 to inform DBEs of contracting, subcontracting, or material supply  
28 opportunities available on the Project;
- 29 • Contacting local tribes and Tribal Employment Rights Offices in sufficient  
30 time to allow the enterprises to participate effectively in subcontracting or  
31 supply opportunities;
- 32 • Selection of specific, economically-feasible Work units of the Project to be  
33 performed by DBEs in order to increase the likelihood of participation by  
34 DBEs, even if the Proposer prefers to perform the Work units as the Design-  
35 Builder;
- 36 • Advertising in general circulation, minority trade association, and trade-  
37 oriented, women-focused publications that focus on subcontracting or supply  
38 opportunities;
- 39 • Providing written notice to a reasonable number of specific DBEs, identified  
40 from the OMWBE Directory of Certified Firms for the selected subcontracting

1 or material supply work, in sufficient time to allow the enterprises to  
2 participate effectively;

- 3 • Follow-up of initial solicitations by contacting the DBEs to determine with  
4 certainty whether or not they are interested. Documentation of this kind of  
5 action shall include the information outlined below:
  - 6 ○ The names, addresses, telephone numbers of DBEs who were contacted;  
7 the dates of initial contact; and whether initial solicitations were followed-  
8 up to determine with certainty whether or not the DBEs were interested;
  - 9 ○ A description of the information provided to the DBEs regarding the  
10 plans, specifications, and estimated quantities for portions of the Work to  
11 be performed;
  - 12 ○ Documentation of each DBE contacted, but rejected, and the reasons for  
13 that rejection;

14 Providing, to interested DBEs, adequate information about the plans, specifications, and  
15 requirements for the selected subcontracting or material supply work;

16 Negotiating in good faith with the DBEs, and not, without justifiable reason, rejecting as  
17 unsatisfactory bids that are prepared by any DBE;

18 Advertising and making efforts to obtain DBE participation that were reasonably  
19 expected to produce a level of participation sufficient to meet the DBE goal;

20 Making any other efforts to obtain DBE participation that were reasonably expected to  
21 produce a level of participation sufficient to meet the DBE goal;

22 Using the services of minority community organizations; minority contractor groups;  
23 local, state, and federal minority business assistance offices; other organizations  
24 identified by WSDOT; and advocates for disadvantaged, minority, and women-owned  
25 businesses who provide assistance in the recruitment and placement of disadvantaged,  
26 minority, and women-owned business enterprises; and

27 Using DBE Supportive Services by contacting WSDOT's Office of Equal Opportunity at  
28 (360) 705-7090.

29 Evaluation of good faith efforts and crediting DBE participation will be conducted  
30 pursuant to 49 CFR part 26.

### 31 **1.3.9 NEPA REVIEW**

32 The NEPA documentation and environmental permits for the Project will not be  
33 completed prior to the award of the Contract. Refer to Section 2.8 of the Technical  
34 Requirements for a status of the NEPA review. As such, in conformance with 23 CFR  
35 636.109(c), WSDOT is required to receive prior FHWA concurrence before awarding a  
36 Design-Build contract and before the Design-Builder is allowed to proceed with  
37 preliminary design work under the Design-Build Contract.

38 WSDOT will use a two-phase Notice to Proceed for the Project (NTP 1 and NTP 2). The  
39 purpose of this two-phased process is to ensure that no commitments are made to any  
40 alternative being evaluated in the NEPA process prior to the processes' conclusion. To  
41 that end, WSDOT will continue to investigate the comparative merits of all alternatives  
42 presented in the NEPA document, including the no-build alternative, all of which will be  
43 evaluated and fairly considered.

1 WSDOT anticipates that NTP 1 will be issued shortly after Contract execution, but  
2 WSDOT may defer issuance of NTP 1 for up to 30 days after Contract execution. NTP 1  
3 will authorize the Design-Builder to proceed with NTP 1 Work consistent with FHWA's  
4 design-build rule and NEPA.

5 Pursuant to 23 CFR 636.109 (6)(b), the Design-Builder will not be allowed to prepare the  
6 NEPA documents or have any decision-making responsibility with respect to the NEPA  
7 process. WSDOT will be responsible for completing and obtaining FHWA's approval of  
8 the NEPA documentation. However, the NTP 1 Work will be used by WSDOT to support  
9 the NEPA documentation for the Final EIS, Section 106, Endangered Species Act  
10 consultation, and environmental permitting.

11 NTP 2 will be issued only if the final NEPA documents, including the ROD, choose the 6-  
12 Lane Alternative as the selected alternative. Upon the issuance of NTP 2, the Design-  
13 Builder shall commence NTP 2 Work, which will generally consist of Final Design and  
14 construction. Under no circumstances shall the Design-Builder commence Work on  
15 either the Final Design or construction until such time as FHWA has issued the ROD and  
16 WSDOT issues NTP 2.

17 In the event that the ROD results in the no-build alternative being selected as the  
18 preferred alternative, the Contract will be terminated for convenience and the Design-  
19 Builder will be paid for the NTP 1 Work pursuant to the Contract, and the Design-Builder  
20 will not be entitled to any further compensation.

## 21 **2.0 PROCUREMENT PROCESS**

### 22 **2.1 MAJOR PARTICIPANT**

23 As used herein, the term "Major Participant" means any of the following entities:

- 24 a. The Submitter, or if the Submitter is a partnership, joint-venture, limited  
25 liability company or other form of association, any general partners, joint-  
26 venture members or members of the Submitter team;
- 27 b. Any Architectural or Engineering firm(s) or individual(s) identified in the SOQ  
28 designated to perform design work or other work in a professional capacity;
- 29 c. Any Construction/Subcontractor firm(s) or individual(s) identified in the SOQ  
30 to perform contract work; and
- 31 d. Any lower-tier subcontractor identified in the SOQ, to perform construction  
32 work.

### 33 **2.2 INTEGRITY OF CONFIDENTIALITY DURING PROPOSAL, 34 EVALUATION, AND SELECTION PROCESS**

35 Subject to applicable law, WSDOT will use reasonable efforts to maintain confidentiality  
36 during the Proposal process. The foregoing shall not preclude WSDOT from using, in its  
37 sole discretion, ideas contained in the Proposals of any unsuccessful Proposer, subject to  
38 WSDOT's payment of the Stipend in accordance with Section 6 of this ITP.

#### 39 **2.2.1 WSDOT CONSULTANT/TECHNICAL SUPPORT**

40 WSDOT has retained the consulting firms of HDR Inc., Parsons Brinkerhoff, SC  
41 Solutions, The Glostén Associates, Parametrix Inc., Shannon & Wilson Inc., Cherry

1 Creek Environmental Inc., VIA Architecture, Hardesty & Hanover, Concorr Inc., William  
2 P. Ott, TES Enterprises, Daubersmith Inc., Hales CES, CH2M Hill, Brittingham Partners,  
3 and EnviroIssues to provide assistance in developing the Project Conceptual Plans, Cost  
4 Estimate, Request for Qualifications and Request for Proposals. Each of these firms is  
5 prohibited from joining any Design-Build team or otherwise assisting any Design-Build  
6 team in connection with the procurement process.

## 7 **2.2.2 ORGANIZATIONAL CONFLICTS OF INTEREST**

8 Organizational Conflict of Interest means that because of other activities or relationships with  
9 other Persons or entities, a Person or entity;

- 10 1. Is unable or potentially unable to render impartial assistance or advice to WSDOT;  
11 or
- 12 2. Is or might be otherwise impaired in its objectivity in performing the Contract  
13 Work; or
- 14 3. Has an unfair competitive advantage.

15 The integrated nature of the Design-Build project delivery method creates the potential for  
16 Organizational Conflicts of Interest. Disclosure, evaluation, neutralization, and management of  
17 these conflicts and of the appearance of conflicts, is in the interests of the public, WSDOT, and  
18 the consulting and construction communities.

19 WSDOT will take steps to ensure that individuals involved in the preparation of the  
20 procurement package, evaluation of Proposals, and Design-Builder selection are not  
21 influenced by Organizational Conflicts of Interest, and that no Proposer is given an unfair  
22 competitive advantage over another.

23 Attention is directed to the requirement for disclosure of Organizational Conflicts of Interest  
24 set forth in 23 CFR Section 636.116(a)(2), WSDOT Secretary's Executive Order E 1059.00, and  
25 WSDOT *Organizational Conflicts of Interest Manual* M 3043.

26 Proposers are required to disclose all relevant facts concerning any past, present or currently  
27 planned interests, activities, or relationships which may present an Organizational Conflict of  
28 Interest. Proposers shall state how their interests, activities, or relationships, or those of the  
29 chief executives, directors, key project personnel, or any proposed Consultant, Sub-Consultant  
30 at any tier, Contractor, or Subcontractor at any tier may result, or could be viewed as, an  
31 Organizational Conflict of Interest prior to or in the Proposal, in accordance with Secretary's  
32 Executive Order E 1059.00 and WSDOT *Organizational Conflicts of Interest Manual* M 3043.  
33 Submit the *Organizational Conflicts of Interest Certification* and *Organizational Conflicts of*  
34 *Interest Disclosure and Avoidance/Neutralization Plans* (forms R & S, contained in Appendix  
35 or as described elsewhere in this ITP.

36 If an Organizational Conflict of Interest is determined to exist, WSDOT may, at its sole  
37 discretion: offer the Proposer the opportunity to avoid or neutralize the Organizational  
38 Conflict of Interest; disqualify the Proposer from further participation in the  
39 procurement; cancel this procurement; or, if award has already occurred, declare the  
40 Proposer not responsible and award the Contract to the next responsible Proposer, or  
41 cancel the Contract. If the Proposer was aware of an Organizational Conflict of Interest  
42 prior to award of a Contract and did not disclose the conflict to WSDOT, WSDOT may  
43 terminate the Contract for default.

## 44 **2.3 EXAMINATION OF RFP**

45 Each Proposer shall be solely responsible for reviewing and examining, with appropriate  
46 care, all documents included in the RFP, including any supplements, addenda, and

1 clarification notices issued by WSDOT; requesting an explanation or interpretation of  
2 any discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any  
3 provision that the Proposer fails to understand; and investigating and informing itself of  
4 any and all Project conditions and circumstances that may in any way affect the contents  
5 of the Proposal or the performance of the Work after Contract award. The Proposer bears  
6 the risk of all consequences of any failure to thoroughly investigate all relevant Project  
7 and Project site conditions and circumstances as described herein.

## 8 **2.4 COMMUNICATIONS**

9 WSDOT's Representative for receiving Proposer questions, ATC submittals, and all other  
10 communications about the Project and the RFP (other than physical submission of the  
11 Proposals) is as follows:

12 Alan Chan, P.E.  
13 Washington State Department of Transportation  
14 600 Stewart Street, Suite 520  
15 Seattle, WA 98101  
16 Phone: (206) 521-5564  
17 [chana@wsdot.wa.gov](mailto:chana@wsdot.wa.gov)  
18

19 Except for communications expressly permitted by the RFP, the Proposer shall not  
20 discuss the RFP with other WSDOT staff members or WSDOT consultants involved with  
21 the Project before Contract execution or cancellation of the RFP. Any Proposer engaging  
22 in such prohibited communications may be disqualified at the sole discretion of WSDOT.

23 Proposals shall be submitted to WSDOT Contract Ad & Award Office in accordance with  
24 Section 3 of this ITP.

## 25 **2.5 SUBMISSION OF PROPOSER QUESTIONS**

26 Any Proposer questions regarding a perceived discrepancy, deficiency, ambiguity, error,  
27 or omission contained in the RFP documents, or of any provision that the Proposer  
28 otherwise fails to understand regarding the RFP documents or the Project, must be  
29 submitted by email to WSDOT's Representative in accordance with Section 2.4 by the  
30 deadline for questions set forth in Section 1 of this ITP. Requests for clarification or  
31 interpretation must specifically reference the sections and the page numbers of the RFP  
32 documents, unless such request is of a general application. Telephone requests will be  
33 accepted provided that the requests are followed by an email to WSDOT's Representative  
34 at the address specified above. WSDOT will provide responses to questions as described  
35 below.

## 36 **2.6 RFP ADDENDA AND RESPONSES TO QUESTIONS**

37 WSDOT may issue Addenda to the RFP. Any Addenda issued by WSDOT will be sent by  
38 e-mail to all Proposers and posted on WSDOT's Contract Ad and Award Web site at:

39 [www.wsdot.wa.gov/biz/contaa/DesignBuildContracts/Evergreen%20Point%20Floating%20Bridge/default.htm](http://www.wsdot.wa.gov/biz/contaa/DesignBuildContracts/Evergreen%20Point%20Floating%20Bridge/default.htm)

40 WSDOT will provide written responses via e-mail to all Proposers regarding questions  
41 received in accordance with this section, and the questions and answers will also be  
42 posted on WSDOT's Contract Ad and Award Web site at:

43 [www.wsdot.wa.gov/biz/contaa/DesignBuildContracts/Evergreen%20Point%20Floating%20Bridge/default.htm](http://www.wsdot.wa.gov/biz/contaa/DesignBuildContracts/Evergreen%20Point%20Floating%20Bridge/default.htm)

1 Notwithstanding the foregoing, WSDOT will communicate with each Proposer on a one-  
2 on-one basis with regard to questions regarding ATCs that WSDOT determines are  
3 appropriate for confidential communications.

4 A final set of questions and answers will be compiled and distributed prior to the  
5 Proposal Due Date. Responses to questions are not considered part of the Contract, and  
6 shall not be relevant in interpreting the Contract, except as they may clarify provisions  
7 otherwise considered ambiguous.

8 If WSDOT determines, in its sole discretion, that any interpretation or clarification  
9 resulting from the question and answer process requires a change in the RFP documents,  
10 WSDOT will issue an Addendum making such change. WSDOT will not be bound by, and  
11 the Proposer shall not rely on, any oral communication or representation regarding the  
12 RFP documents, or any written communication except to the extent that it is an  
13 Addendum to this RFP and is not superseded by a later Addendum to this RFP, and  
14 except to the extent provided above regarding responses to questions.

## 15 **2.7 RIGHT-OF-WAY ACCESS**

16 Prior to award of the Contract, if the Proposer determines that field investigations are  
17 necessary to properly bid the Work, the Proposer shall request Right-of-Way access from  
18 WSDOT prior to performing any field investigations. The Proposer shall obtain an  
19 Application for General Permit, and/or an Application for Survey Permit from WSDOT.  
20 Applicable forms shall be submitted to WSDOT for approval 7 Calendar Days in advance  
21 of the requested field investigation date.

22 The Proposer shall coordinate with WSDOT to determine if traffic control is necessary.  
23 Proposed Maintenance of Traffic Plans shall be submitted for approval a minimum of 7  
24 Calendar Days in advance, and include the hours and days personnel will be in WSDOT's  
25 right-of-way. As guidance, Section 2.22 of the Technical Requirements provides the  
26 allowable Contract Work hours and lane closure times.

## 27 **2.8 GEOTECHNICAL INFORMATION**

### 28 **2.8.1 GEOTECHNICAL DATA REPORT**

29 WSDOT has conducted preliminary geotechnical investigations, the results of which are  
30 set forth in the Geotechnical Data Report (GDR), Appendix G2 of the RFP. Each  
31 Proposer is solely responsible for reviewing, analyzing, and drawing conclusions from  
32 the GDR. To the extent not consumed by testing, soil samples and rock cores obtained to  
33 develop the GDR are available for viewing at the WSDOT State Materials Laboratory  
34 Geotechnical Branch, 1655 South Second Avenue, Tumwater, Washington, 98512. The  
35 GDR shall not be interpreted as being thorough and/or complete. Proposers may rely on  
36 the data reflected in the Project boring logs. The Proposers are responsible for  
37 determining whether supplementary geotechnical information may be necessary or  
38 appropriate in developing their Proposals.

### 39 **2.8.2 SUPPLEMENTAL GEOTECHNICAL DATA REPORT**

40 WSDOT does not intend to conduct additional geotechnical investigations during the  
41 procurement process.

1 **2.8.3 ADDITIONAL GEOTECHNICAL INVESTIGATION AND**  
2 **ANALYSIS**

3 Prior to award of the Contract, if the Proposer determines that additional geotechnical or  
4 subsurface investigations are necessary to properly bid the Work, it is the responsibility  
5 of the Proposer to perform such investigation and analysis at its sole expense. Prior to  
6 performing any field investigations, the Proposer shall obtain right-of-way access  
7 approval as detailed in Section 2.6 of this ITP from WSDOT. Such requests for  
8 investigations may take place at any time before or after submission of the Proposal. All  
9 subsurface investigations, including sampling and laboratory testing, shall be performed  
10 in accordance with the WSDOT *Geotechnical Design Manual*, the 1988 AASHTO  
11 *Manual on Subsurface Investigations*, AASHTO standards, and ASTM standards. No  
12 such investigations shall be performed without the prior written consent of WSDOT,  
13 which consent may be granted or denied at WSDOT's sole discretion.

14 **2.9 ALTERNATIVE TECHNICAL CONCEPTS (ATCS)**

15 To promote innovation by Proposers and to maintain flexibility in the procurement  
16 process, WSDOT will allow Proposers to submit to WSDOT for consideration ATCs that  
17 modify the Basic Configuration or other Contract requirements. In order to be approved,  
18 an ATC must be deemed, in WSDOT's sole discretion, to provide a project that is "equal  
19 or better" on an overall basis than the Project would be without the proposed ATC.  
20 Concepts that simply delete scope, lower performance requirements, lower standards, or  
21 reduce contract requirements are not acceptable as ATCs.

22 Proposers are reminded that the Contract contains restrictions on the Design-Builder's  
23 ability to obtain an adjustment in the Contract Price or Contract Time relating to  
24 differing site conditions and/or unknown Utilities in relation to ATCs.

25 **2.9.1 PRE-PROPOSAL SUBMITTAL OF ATCS**

26 To be considered, a proposed ATC must be submitted to WSDOT no later than 3:00 pm  
27 Pacific Time on the date set forth in Section 1.3.6 of this ITP. This deadline also applies  
28 to revised submissions in response to WSDOT's comments. Each ATC submittal package  
29 shall consist of an original and three copies, and shall address all of the following  
30 elements:

- 31 • Brief Description: A few words identifying the ATC, for future reference.
- 32 • Detailed description: A detailed description and schematic drawings of the  
33 configuration of the ATC or other appropriate descriptive information  
34 including, if appropriate, product details, and specifications.
- 35 • Usage: A description of where and how the ATC would be used on the Project.
- 36 • Subsurface Investigation: Describe Proposer's plan for conducting and  
37 completing a pre-Proposal geotechnical investigation.
- 38 • Proposed RFP modifications: References to all requirements of the RFP that  
39 are modified by the proposed ATC with an explanation of the nature of the  
40 modification from said requirements and a request for approval of such  
41 modifications.
- 42 • Design Deviations: If the ATC requires "design deviation(s)" as defined in  
43 Section 300.03 of the WSDOT Design Manual, the submittal package shall

1 include documentation for the design deviation(s) which conforms to the  
2 WSDOT Design Manual and is in the same format as the Pre-approved  
3 Design Deviations included in the RFP. No design deviation shall be  
4 incorporated into an ATC without receiving WSDOT approval, and FHWA  
5 approval as applicable.

- 6 • Analysis: An analysis justifying use of the ATC and demonstrating how the  
7 project with the ATC is “equal or better” than the project without the ATC.  
8 The “equal or better” analysis shall address the following:

- 9 (1) Functionality, which when appropriate shall require a traffic operational  
10 analysis;
- 11 (2) Structural adequacy;
- 12 (3) Safety;
- 13 (4) Comparison of life cycle costs including repair and maintenance;
- 14 (5) Aesthetics;
- 15 (6) Impacts on construction traffic;
- 16 (7) Effect on or changes to environmental commitments identified in the  
17 RFP;
- 18 (8) Impacts to surrounding and adjacent communities;
- 19 (9) Changes needed in the location, length, height, or number of noise  
20 walls;
- 21 (10) Impact on utilities and rail; and
- 22 (11) Discussion of additional right of way or easements required.  
23

24 Do not submit any data indicating the effect that approval of the ATC will have on the  
25 Proposal Price.

26 If a Proposer wishes to make any announcement or disclosure to third parties (such as  
27 other governmental agencies that may have an interest in the ATC) concerning any ATC,  
28 it must first notify WSDOT of its intent to take such action, including details as to date  
29 and participants, and obtain WSDOT’s prior approval to do so.

## 30 **2.9.2 PRE-PROPOSAL REVIEW OF ATCS**

31 Incomplete ATC submittal packages may be returned by WSDOT without review or  
32 comment. WSDOT may, at its discretion, request additional information regarding a  
33 proposed ATC, conduct one-on-one meetings with Proposers to discuss ATCs, and/or  
34 establish such protocols or procedures as it deems appropriate for conducting one-on-  
35 one meetings. Subject to the Washington Public Records Act, and to WSDOT’s right to  
36 use proposed concepts following award of the Contract based on payment of the Stipend,  
37 all discussions with Proposers regarding ATCs will remain confidential.

38 Although WSDOT reserves the right in its sole discretion to reject any ATC, ATCs  
39 specifically not eligible for approval include the following:

- 40 1. ATCs that are, in WSDOT’s sole discretion, deemed not to provide a project that  
41 is “equal or better” on an overall basis than the project would be without the ATC.
- 42 2. Any ATC that would require excessive time or cost for WSDOT review,  
43 evaluation, or investigation.  
44

45 In order to be approved, an ATC must be deemed, in WSDOT’s sole discretion, to  
46 provide a project that is “equal or better” on an overall basis than the project would be

1 without the proposed ATC. Potential changes to the Proposal Price will not be considered  
2 by WSDOT in the “equal or better” determination.

### 3 **WSDOT Response**

4 WSDOT will respond to all ATCs within 14 calendar days of ATC receipt, provided that  
5 WSDOT has received all requested information regarding the ATC. The format for  
6 response should include the ATC number, brief description, and shall be limited to one  
7 of the following:

- 8 1. The ATC is approved;
  - 9 2. The ATC is not approved;
  - 10 3. The ATC is not approved in its present form, but may be reconsidered for  
11 approval upon satisfaction, at WSDOT’s sole discretion, of certain identified  
12 conditions that must be met or certain clarifications or modifications that must  
13 be made as described hereunder. The proposer shall not have the right to  
14 incorporate this ATC into the Proposal unless and until the ATC has been  
15 resubmitted within the time limits in the ITP, with the conditions stated below  
16 satisfied, and WSDOT has unconditionally approved the revised ATC; or
  - 17 4. The submittal does not qualify as an ATC but appears eligible to be included in  
18 the Proposal without an ATC (i.e., the concept appears to conform to the Basic  
19 Configuration and to be consistent with other contract requirements).
- 20

21 WSDOT approval of an ATC extends solely to the information contained in the ATC  
22 submittal.

### 23 **2.9.3 INCORPORATION INTO PROPOSAL**

24 The Proposer may include any or all approved ATCs in its Proposal. The Proposal Price  
25 shall reflect any incorporated ATCs. Except for incorporating approved ATCs, the  
26 Proposal shall not otherwise contain exceptions to or variations from the requirements  
27 of the RFP. If WSDOT responded to an ATC by stating that certain conditions must be  
28 met prior to granting approval, the Proposer shall not have the right to incorporate the  
29 ATC into the Proposal unless and until the ATC has been resubmitted in a timely manner  
30 with the conditions satisfied and WSDOT has approved the ATC in writing. Once an ATC  
31 has been approved, only the entire ATC is eligible for inclusion into the Proposal. The  
32 inclusion of partial ATCs into a Proposal is not allowed.

33 WSDOT’s geotechnical investigation and subsurface utilities investigation conducted for  
34 this Project and included in the RFP was based on the WSDOT Conceptual Design and  
35 Basic Configuration. Therefore, the geotechnical information and subsurface utilities  
36 information provided in the RFP does not purport to represent site conditions for an  
37 ATC.

38 Consequently, with respect to geotechnical investigations, the Proposer is responsible for  
39 conducting its own geotechnical investigation prior to the Proposal due date, for changes  
40 to the Conceptual Design or Basic Configuration, if any, that are approved as part of an  
41 ATC. The Proposer’s geotechnical investigation shall comply with the requirements of  
42 the WSDOT Geotechnical Design Manual. When conducting the geotechnical  
43 investigation, Design-Builder may take into consideration the geotechnical information  
44 provided in the RFP to supplement its analysis to the extent that said information meets  
45 the investigation requirements of the Geotechnical Design Manual as applied to the  
46 Design-Builder’s design addressed in the approved ATC. The Proposer’s pre-Proposal  
47 geotechnical investigation will form the basis upon which differing site conditions will be

1 addressed under the Contract for Work implemented as part of an ATC. Failure of the  
2 Proposer's investigation to meet the Geotechnical Design Manual standard will result in  
3 the Proposer assuming all geotechnical risks in terms of both cost and time associated  
4 with the Work addressed in the ATC.

5 With respect to subsurface utilities, WSDOT has performed preliminary investigations of  
6 existing Utilities located within the Project's Right-of-Way as designated in the RFP  
7 absent modification by an ATC. The Proposer will be responsible for conducting its own  
8 investigation relating to all utilities located outside of said Right-of-Way.

## 9 **2.10 CHANGE IN PROPOSER'S ORGANIZATION**

10 If a Proposer wishes to change any Major Participants identified in the SOQ, have a  
11 change in equity position, modified level of authority, or other organizational changes,  
12 the Proposer shall obtain written approval of the change from WSDOT's Representative  
13 as specified in this section prior to submitting its Proposal. A Proposer may be released  
14 from the short-list if any change in organization or Major Participant status occurs  
15 without prior written WSDOT approval. To qualify for said approval, the written request  
16 shall document that the proposed removal, replacement, change in equity position, level  
17 of authority or addition will result in a team that is equal to or better qualified than the  
18 proposed team evaluated in the SOQ. WSDOT is under no obligation to approve such  
19 requests and may approve or disapprove a portion of the request or the entire request at  
20 its sole discretion.

## 21 **2.11 WITHDRAWAL OF PROPOSAL**

22 After submitting a Proposal to WSDOT, the Proposer may withdraw it if:

- 23 • The Proposer submits a written request signed by an authorized  
24 representative of the Proposer, and
- 25 • WSDOT receives the request before the Proposal Due Date.

26 The original Proposal may be revised and resubmitted as the official Proposal if WSDOT  
27 receives the revised Proposal before the Proposal Due Date.

28 Any attempt by a Proposer to withdraw its Proposal after the time due on the Proposal  
29 Due Date, regardless of whether WSDOT requests a Best and Final Offer (BAFO), will  
30 result in a draw by WSDOT upon the Proposal Bond.

## 31 **2.12 WSDOT'S RIGHTS**

32 WSDOT reserves the right, at its sole discretion, to:

- 33 • Appoint evaluation committees to review Proposals;
- 34 • Investigate the qualifications of any Proposer;
- 35 • Seek or obtain data from any source related to the Proposals;
- 36 • Require confirmation of information furnished by a Proposer;
- 37 • Hold meetings and conduct discussions and correspondence with the  
38 Proposers to seek an improved understanding and evaluation of the  
39 responses to this RFP;
- 40 • Require additional information from a Proposer concerning its Proposal;

- 1           • Seek and receive clarifications to a Proposal;
- 2           • Require additional evidence of qualifications to perform the Work;
- 3           • Modify the RFP process;
- 4           • Waive minor deficiencies and irregularities in a Proposal;
- 5           • Reject any or all of the Proposals;
- 6           • Cancel, modify, or withdraw the RFP;
- 7           • Issue a new RFP;
- 8           • Issue a request for BAFOs;
- 9           • Conduct discussions with Proposers;
- 10          • Cancel a Contract signed by the Apparent Best Value Proposer but not yet
- 11           executed by WSDOT; and
- 12          • Not issue Notice to Proceed after execution of the Contract.

13 The RFP does not commit WSDOT to enter into a Contract or proceed with the  
14 procurement described herein. Other than the right to receive a Stipend as described in  
15 Section 6 of this ITP, no unsuccessful Proposer shall be entitled to reimbursement of its  
16 costs in connection with the RFP.

## 17 **2.13 ANNOUNCE APPARENT BEST VALUE**

18 The public opening of the sealed Price Proposal and announcement of apparent best  
19 value is scheduled for 11:00 a.m. Pacific Time on the date set forth in Section 1 of this  
20 ITP in the Transportation Building Commission Board Room, 1st Floor, Transportation  
21 Building, 310 Maple Park Avenue, Olympia, WA 98501.

## 22 **2.14 AWARD OF CONTRACT**

23 WSDOT anticipates that Contract award or Proposal rejection will occur within 90  
24 Calendar Days after the announcement of Best Apparent Value set forth in Section 1. If  
25 the Apparent Best Value Proposer and WSDOT agree, this deadline may be extended. If  
26 they cannot agree on an extension by the deadline, WSDOT reserves the right to award  
27 the Contract to the next Apparent Best Value Proposer or reject all Proposals. WSDOT  
28 will notify the successful Proposer of the Contract award in writing.

## 29 **2.15 BONDS**

### 30 **2.15.1 PROPOSAL BOND**

31 Each Proposer shall submit a Proposal Bond with its Proposal in the amount of five  
32 percent of the Proposal Price, issued by a Surety meeting the requirements stated below.  
33 Alternatively, Proposers may submit cash, or a certified check or cashier's check payable  
34 to WSDOT in this amount. Proposal Bonds shall be issued in the form of Form F, and  
35 shall be signed by the Surety. A Proposal Bond shall not be conditioned in any way to  
36 modify the minimum five percent required. Proposals that fail to include a Proposal  
37 Bond or cash deposit in compliance with this section shall be deemed non-responsive,  
38 and will be rejected by WSDOT.

1 **2.15.2 CONTRACT BOND**

2 The Proposal shall include a commitment letter from a Surety meeting the requirements  
3 stated below, and agreeing to issue a Contract Bond in accordance with Section 1-03.4 of  
4 the RFP.

5 If multiple Surety letters are provided, the Proposal shall identify which Surety will be  
6 the lead Surety. The commitment letter may not include conditions, qualifications, or  
7 reservations for underwriting or otherwise, other than a statement that the commitment  
8 is subject to award of the Contract to the Proposer within the time specified in this ITP.  
9 The Surety letter shall expire no sooner than 90 Calendar Days after the Proposal Due  
10 Date in accordance with ITP Section 1.3.5, or upon Notice to Proceed.

11 The Contract Bond is intended to provide protection to WSDOT for the Design-Builder's  
12 obligations with respect to the construction and post-construction phases of the Project,  
13 and to meet the requirements of RCW 39.08, et al.

14 **2.15.3 SURETY QUALIFICATIONS**

15 Bonds must be issued by a Surety with a Best's rating of at least "A" or better and  
16 Financial Size Category of VIII or better by A.M. Best Co. The Surety shall be registered  
17 with the Washington State Insurance Commissioner, and shall appear on the current  
18 Authorized Insurance List in the State of Washington published by the Office of the  
19 Insurance Commissioner.

20 **2.16 EXECUTION OF CONTRACT**

21 Within 20 Calendar Days of receipt of the execution copies of the Contract from WSDOT,  
22 the successful Proposer shall return the signed Contract prepared by WSDOT, together  
23 with the insurance certification, Contract Bond, and any other pre-award information  
24 required by the Contract.

25 Until WSDOT executes a Contract, no Proposal shall bind WSDOT. No Work shall begin  
26 within the Project limits or within sites furnished by WSDOT until issuance of Notice to  
27 Proceed. The Design-Builder shall bear all risks for any Work begun outside such areas  
28 and for any materials ordered before the Contract is executed by WSDOT and Notice to  
29 Proceed has been issued.

30 If the Proposer experiences circumstances beyond its control that prevents execution of  
31 the Contract within 20 Calendar Days after award, WSDOT may, at its discretion, grant  
32 up to a maximum of 20 additional Calendar Days for return of the executed Contract,  
33 provided WSDOT deems the circumstances warrant it.

34 **2.17 FAILURE TO EXECUTE CONTRACT**

35 Failure to return the insurance certification, Contract Bond, or other pre-award  
36 information required by the Contract with the signed Contract, or failure or refusal to  
37 sign the Contract, shall result in a call upon the Proposal Bond or forfeiture of the  
38 deposit in lieu of a Proposal Bond. If this should occur, WSDOT may then award the  
39 Contract to the second Best Value Proposer or reject all remaining Proposals. If the  
40 second Best Value Proposer fails to return the required documents as stated above  
41 within the time provided after award of the Contract, the Contract may then be awarded  
42 successively in a like manner to the remaining Best Value Proposers until the above  
43 requirements are met or the remaining Proposals are rejected.

1 **2.18 RETURN OF PROPOSAL DEPOSIT**

2 When Proposals have been examined and corrected as necessary, Proposal Bonds and  
3 deposits accompanying Proposals ineligible for further consideration will be returned.  
4 All other Proposal Bonds and deposits will be held until the Contract has been properly  
5 executed. When the Contract has been properly executed, all remaining deposits or  
6 Proposal Bonds, except those subject to forfeiture, will be returned.

7 **3.0 PROPOSAL DELIVERY, CONTENT, AND FORMAT**

8 **3.1 SUBMITTAL REQUIREMENTS**

9 **3.1.1 DUE DATE, TIME, AND LOCATION**

10 Sealed Proposals must be submitted at one of the following locations prior to 4:00 p.m.  
11 Pacific Time, on the Proposal Due Date set forth in Section 1 of this ITP:

12 By U.S. mail:

13 Mr. Dave Mariman  
14 WSDOT Contract Ad & Award Office  
15 P.O. Box 47360  
16 Olympia, WA 98504-7360

17 WSDOT will consider notification of bid receipt by the Mail Room as the actual receipt of  
18 the Proposal.

19 By hand (in person or by courier):

20 WSDOT Contract Ad & Award Office  
21 Transportation Building, Room SA19  
22 310 Maple Park Avenue SE  
23 Olympia, WA 98501-7360

24 Proposals delivered in person will be received only in the WSDOT Contract Ad & Award  
25 Office, Room SA19.

26 WSDOT will not accept Proposals by facsimile or electronic transmission. Any Proposal  
27 that fails to meet the deadline or delivery requirement will be rejected and returned to  
28 the Proposer without having been opened, considered, or evaluated.

29 **3.1.2 CONTENTS OF THE PROPOSAL**

30 The Proposal shall contain the sections listed below, and shall respond fully to all  
31 applicable requirements of the RFP. The page limits listed here are specific to the  
32 narratives requested, excluding charts, schedules, plans sheets, or other technical data  
33 provided in each section.

1 **Table 2—Contents of the Proposal**

<b>PROPOSAL SECTIONS 1-7 AND APPENDICES</b>	<b>Page Limit</b>
Section 1 - Executive Summary	5
Section 2 - Management Plan	10
Section 3 - Environmental Stewardship Plan	10
Section 4 - Architectural Elements	10
Section 5 - Maintenance Access	10
Section 6 - Project Delivery	10
Section 7 - Employment	6
Appendix A – Proposer Information and Certifications	None
Form A (Design-Build Proposal Form and Signature Page)	
Form D (Contract Time/Milestone Completion Deadlines)	
Form G (Non-Collusion Declaration)	
Form H (Certification for Federal-Aid Contracts)	
Form L (Utility Certification)	
DBE Performance Plan	
Description of Legal Structure	
Joint and Several Liability Letter	
Form K (Form of Guaranty)	
Evidence of Authorization - Powers of Attorney	
Form M (Stipend Agreement)	
Form O (WSDOT Form 271-015 Subcontractor List)	
Form R (Organizational Conflict of Interest Certification)	
Form S (OCOI – Disclosure/Mitigation Plan)	
Appendix B - Resumes	2 Pages per Person
Appendix C - Approved Alternative Technical Concepts (ATCs)	None

2

3

1

PROPOSAL SECTION 8	Page Limit
Section 8 - Price Proposal	None
Part I - Price Proposal	
Form B (Price Proposal)	
Form F (Proposal Bond)	
Letters from Sureties	
Part II - Upset Determination	
Form C (Upset Determination)	

2 **3.1.3 FORMAT**

3 All information in the Proposal shall be submitted on 8.5-inch by 11-inch paper, except  
 4 charts, exhibits, and other illustrative and graphical information, which may be  
 5 submitted on 11-inch by 17-inch paper. Folding of the paper to 8.5-inch by 11-inch size,  
 6 with the title block showing, is acceptable but not mandatory. Each of these 11-inch by  
 7 17-inch pages will count as one page in the narrative Proposal unless otherwise noted in  
 8 this ITP. Any plan sheets in the Proposal will not count toward the page limit. Covers,  
 9 divider pages, and appendices are not included in the page limitations. Pages may be  
 10 printed double-sided and are counted as two pages for the page limitations presented in  
 11 this section. Text for the Proposal narrative technical sections shall use Times New  
 12 Roman font, 12-point type. No text, charts, tables, graphical information, or other  
 13 substantive content shall be printed within 0.75 inch of any page edge. Any other  
 14 materials shall be presented with a readable format. The organization chart must be  
 15 readable and all dimensional information provided in the Proposal shall be in English  
 16 units.

17 **3.1.3.1 APPENDICES**

18 Resumes, if provided, shall be included in Appendix B. Resumes shall be limited to two  
 19 pages per person.

20 A complete copy of each ATC, if provided, shall be included in Appendix C of the  
 21 Proposal.

22 Additional appendices may be used for clarification and/or illustrative purposes.  
 23 Appendices would typically consist of plan sheets or other illustrative information and  
 24 should not include narrative text except as specifically required by this ITP. The need or  
 25 use of additional appendices is at the discretion of the Proposer and may, or may not, be  
 26 used by WSDOT in the evaluation of the Proposal.

27 **3.1.4 PAGE LIMITS, COPIES, AND SUBMISSION INSTRUCTIONS**

28 The page limits for each section of the Proposal are identified in Table 2 of this ITP. The  
 29 Proposal must be packaged in sealed packages clearly displaying the Proposer's name,

1 contact person, and address on the outside of each Proposal package and labeled as  
2 follows:

- 3 • **Proposal** for SR 520 Evergreen Point Floating Bridge and Landings Project;
- 4 • Submittal deadline - date and time;
- 5 • Proposer's name, contact person, and address; and
- 6 • Box X of the total number of boxes.

7 The Proposal shall consist of the following two divisions:

8 **1. Technical Proposal Sections 1-7:**

9 Each Proposer must provide the following:

- 10 • One original Proposal bearing original signatures;
- 11 • One electronic copy of the Proposal in PDF format (compatible with Adobe  
12 Acrobat, Version 8 or higher) on a CD with the sections and subsections  
13 bookmarked; and
- 14 • Twenty-five hard copies of the Proposal.

15 The original shall be identified as "ORIGINAL" on its front cover in colored ink.  
16 Each copy must be bound and identified on its front cover, in the upper right-hand  
17 corner, as "Copy X of 25 Copies."

18 **2. Price Proposal Section 8:**

19 Each Proposer must provide the following:

- 20 • One original Price Proposal bearing original signatures.

21 The Price Proposal shall be organized into two parts as described in Table 2 of  
22 this ITP. The Proposer shall use tabbed dividers to separate the contents of Part I  
23 of the Price Proposal.

24 The Price Proposal and the Upset Determination shall be placed into two  
25 separate, sealed envelopes marked "Part I: Price Proposal" and "Part II: Upset  
26 Determination", respectively. These two envelopes shall then be placed into a  
27 third sealed envelope clearly marked on the front as follows:

- 28 • Price Proposal Section 8;
- 29 • SR 520 Evergreen Point Floating Bridge and Landings Project;
- 30 • Submittal deadline - date and time; and
- 31 • Proposer name, contact person, and address.

32 (See Section 3.1.1 of this ITP for Proposal delivery.)

33 **3.2 DISQUALIFICATION**

34 Failure to use sealed packages and envelopes or to properly identify and label any  
35 Proposal package may result in an inadvertent opening prior to the appointed time and  
36 place, and it may result in disqualification of the Proposal. The Proposer shall be entirely  
37 responsible for any consequences, including disqualification of the Proposal that result

1 from such inadvertent opening, if WSDOT determines that the Proposer did not follow  
2 the instructions in this ITP. It is Proposer's sole responsibility to ensure that its Proposal  
3 is received as required. Proposals received after the Proposal Due Date will be rejected  
4 without consideration or evaluation. Proposers shall provide responses to all information  
5 requested in the RFP. Failure to respond or to provide requested information may result  
6 in a determination by WSDOT, in its sole discretion, that a Proposal is non-responsive.

### 7 **3.3 TECHNICAL PROPOSAL**

#### 8 **3.3.1 GENERAL**

9 The Technical Proposal shall include concise narrative descriptions and graphic  
10 illustrations, drawings, charts, technical reports, and calculations that will enable  
11 WSDOT to clearly understand and evaluate both the capabilities of the Proposer and the  
12 characteristics and benefits of the proposed Work. **No price information of any kind**  
13 **may be included in the Technical Proposal.** A complete copy of all approved ATCs  
14 incorporated into the Proposal, including WSDOT's approval letters issued pursuant to  
15 Section 2.9 of this ITP, shall be included in Appendix C of the Proposal.

16 Plans or drawings submitted as a part of the Technical Proposal shall be submitted in  
17 accordance with the requirements of the RFP. The Technical Proposal must be organized  
18 to correspond to the items listed in this section and address the evaluation factors set  
19 forth in this section and in Section 4.2 of this ITP. The Proposer shall use tabbed dividers  
20 to separate the contents of the Technical Proposal.

#### 21 **3.3.2 EXECUTIVE SUMMARY (SECTION 1)**

22 The Executive Summary shall be written in a non-technical style, and shall contain  
23 sufficient information to familiarize reviewers with the Proposer's Project approach and  
24 ability to satisfy the Project goals; and the financial, legal, and technical requirements of  
25 the Project. The Executive Summary shall summarize each of the sections required in  
26 this ITP. The intent is to familiarize reviewers who will not be reading each individual  
27 section of the Proposal.

28 The authorized representatives of the Proposer's organization must sign the Executive  
29 Summary. If the Proposer is a joint venture, all of the joint venture members must sign  
30 the Executive Summary. The Executive Summary must certify the truth and correctness  
31 of the contents of the Proposal.

#### 32 **3.3.3 MANAGEMENT PLAN (SECTION 2)**

33 Provide a narrative Management Plan that comprehensively addresses the major  
34 elements of work as described in the RFP. The narrative shall address the following  
35 elements:

- 36 1. Provide an organizational chart that reflects the proposed management structure  
37 and levels of authority assigned to each position. Include the names of  
38 individuals that are assigned to the positions and the expected start and  
39 completion date of their role. Please also indicate how the management structure  
40 will change during the progress of the project. The Proposer shall also include  
41 how change management will be assigned throughout the organization and a  
42 clear process of issue escalation.

- 1       2. Summary of the quality management approach, including an estimate of the  
2       number of staff members that will be utilized in each position. Include required  
3       certifications and appropriate accreditations.
- 4       3. Plan for integration of WSDOT personnel with respect to:
  - 5           • Commitment to incorporate WSDOT personnel into a co-located facility  
6           and location of the facilities during the different phases of the project
  - 7           • Number and quality of work stations available to WSDOT personnel  
8           during the different phases of the project
  - 9           • Physical workspace location provided for WSDOT with respect to their DB  
10          counter parts
- 11      4. Expected Owner participation and roles in Task-Force meetings, including  
12      starting dates and expected duration (in terms of months). Also include the  
13      expected frequency of the meetings and the expected key members.
- 14      5. Identification and implementation of an Information transfer software system.
- 15      6. Interaction with Local Agencies, Tribal Nations, Local Businesses and the public  
16      in general.
- 17      7. Other elements that the Proposer will implement that reduces the Owner's  
18      administrative costs and may provide additional value to the owner.

19 Provide an estimated value of the increased benefit or reduced risks to WSDOT  
20 anticipated through the implementation the management plan as proposed. Include  
21 simple calculations used to quantify the anticipated values.

### 22   **3.3.3.1   EVALUATION CRITERIA**

23 The Proposer will earn Technical Credits for commitments that add benefit to WSDOT,  
24 above and beyond the requirements of the RFP. Technical Credits can also be earned by  
25 reducing, mitigating or transferring risks to the benefit to WSDOT. The maximum  
26 available technical credits for this section are provided in Section 4.2 of this ITP.

27 A Proposal that takes an active leadership role and effectively manages the risks to  
28 WSDOT's benefit is preferred and will likely earn technical credits. A commitment to  
29 efficiently integrate WSDOT personnel will earn technical credits.

### 30   **3.3.4   ENVIRONMENTAL STEWARDSHIP PLAN (SECTION 3)**

31 Environmental stewardship is essential in every aspect of the successful delivery of this  
32 project. A key to effective stewardship is minimization of impacts with sustainable  
33 results. WSDOT has identified the following areas where additional reduction of impacts  
34 is desired:

- 35       • Effective use of aquatic resources
- 36       • Noise abatement and attenuation
- 37       • Effective use of existing facilities
- 38       • Implementation of other sustainable practices

39 The successful construction of this project is heavily dependent on aquatic resources for  
40 transport, moorage, anchorage and continued operations and maintenance. It is

1 WSDOT's desire to minimize impacts to these resources and to provide facilities with a  
2 low life-cycle cost of continued maintenance and operations.

3 Ambient and construction noise is expected to impact local residents along the corridor,  
4 and impact aquatic dependent species. Noise impacts may also be encountered as a  
5 result of off-site work associated with the construction and outfitting of pontoons.  
6 WSDOT has made a commitment to minimize those impacts and is interested in  
7 opportunities for improvement.

8 Impacts associated with offsite construction activities can be reduced through utilization  
9 of existing 'Brownfield' sites over the development of new facilities.

10 WSDOT has a vested interest in promoting significant reduction in Greenhouse Gas  
11 (GHG) emissions during the construction phase of this project, not by just reducing  
12 activities, but utilizing high efficiency alternative fuels and hybrid equipment, reuse and  
13 recycling of materials, and other sustainable practices.

14 Other impacts, to various degrees, can also be reduced or further mitigated. There is a lot  
15 of attention on 'sustainable' efforts and behaviors as we develop capital projects.  
16 Understanding the efforts and resources required to reuse/recycle material, reduce waste  
17 and minimize fuel emissions is desired.

18

19 **Submit** a narrative describing the Proposer's approach and commitments to the  
20 following:

- 21 1. Please submit a staging plan that commits to minimizing impacts to all involved  
22 aquatic resources during the construction, transport, moorage and assembly of  
23 the new structure and facilities. The plan shall also include strategies to stage the  
24 Project phases in locations that minimizes disturbance to near-shore habitat,  
25 minimize the occupation and duration of aquatic areas not currently utilized for  
26 commercial/industrial fabrication and construction activities.
- 27 2. Please provide a noise abatement and attenuation plan that commits to methods  
28 of reducing or minimizing construction noise affecting adjacent properties  
29 affected by all major phases of this Project.
- 30 3. Please provide a plan that commits to minimizing the development of new  
31 facilities and reuses existing port, industrial and commercial facilities for the  
32 construction of segments incorporated into the Project. Please quantify areas of  
33 vegetation outside of the proposed Project alignment that will be disturbed or  
34 damaged during the progress of the Project.
- 35 4. Please submit a description of how your organization will, and to what degree,  
36 implement a program to reduce the generation of Greenhouse Gases (GHG)  
37 during the progress of this project. Please include the types and quantities of  
38 equipment that will utilize alternative fuels, and or incorporate hybrid  
39 technologies used on this Project. In addition, please indicate what existing  
40 materials will be reused or recycled, including future uses of the existing SR 520  
41 floating bridge pontoons.

42 In addition, provide an estimated value of the increased benefit or reduced risks to  
43 WSDOT anticipated through the implementation the Environmental Stewardship plan  
44 as proposed. Include simple calculations used to quantify the anticipated values.

1    **3.3.4.1    EVALUATION CRITERIA**

2    The Proposer will earn Technical Credits for commitments that add benefit to WSDOT,  
3    above and beyond the requirements of the RFP. Technical Credits can also be earned by  
4    reducing, mitigating or transferring risks to the benefit to WSDOT. The maximum  
5    available technical credits for this section are provided in Section 4.2 of this ITP.

6    An Environmental Stewardship Plan that reduces impacts to the environment, improves  
7    the quality of the solutions, or demonstrates a sustainable result, beyond the conceptual  
8    plan is preferred and will earn technical credit.

9    **3.3.5    ARCHETECTUAL ELEMENTS (SECTION 4)**

10   The project has been in the development phase for many years with WSDOT receiving  
11   input on potential impacts and mitigation strategies related to visual aesthetics.  
12   WSDOT's challenge is to balance the needs of the traveling public while minimizing  
13   impacts to the adjacent communities. Through the interaction with the interested  
14   parties, WSDOT understands the need to effectively develop the depth and quality of  
15   aesthetic treatments of all exposed structural elements to the extent possible, provide a  
16   positive experience for the users of the facility, and remain within our allowable budget.

17   It is important that the Proposer recognizes these expectations and can develop a  
18   strategy to implement the incorporation of final public input during the design phase of  
19   the new floating bridge and approaches.

20

21   **Submit** a narrative describing the Proposer's approach and commitments to the  
22   following:

- 23       1. Please provide artist renderings that represent the typical surfaces of all bridge  
24       supporting columns, bridge railings and bridge spans to be incorporated into this  
25       Project. If multiple designs are proposed, also include a schedule of the surfaces  
26       and a plan sheet of their location.
- 27       2. Please provide an artist rendering of the proposed belvederes and the visual  
28       effects for bicyclists and pedestrians. The belvedere design shall incorporate all  
29       design features and surface treatments of exposed concrete, railings, lighting and  
30       associated hardscaping that completes the visual aspects of the Proposal.
- 31       3. Submit a plan on how the Proposer will manage and incorporate public input to  
32       enhance the final design and acceptance of the new bridge by the local  
33       communities. The plan shall outline proposed forums for public input and the  
34       elements of work that they will have an ability to comment on.

35   In addition, please identify the increased benefit or reduced risks to WSDOT anticipated  
36   through the implementation of these design features as proposed. Include simple  
37   calculations used to quantify the anticipated values of the enhancements above and  
38   beyond the minimum requirements as stated in Chapter 2 of the RFP.

39   **3.3.5.1    EVALUATION CRITERIA**

40   The Proposer will earn Technical Credits for commitments that add benefit to WSDOT,  
41   above and beyond the requirements of the RFP. Technical Credits can also be earned by

1 reducing, mitigating or transferring risks to the benefit to WSDOT. The maximum  
2 available technical credits for this section are provided in Section 4.2 of this ITP.

3 A Proposal that is innovative and can provide community supported architectural  
4 enhancements is preferred. A plan that supports low cost of maintenance and operations  
5 or reduces anticipated maintenance resources is also desired and will likely earn  
6 significant technical credits.  
7

### 8 **3.3.6 MAINTENANCE ACCESS (SECTION 5)**

9 The pontoons/superstructure incorporated in the final design of the floating bridge and  
10 landings project will require frequent inspection and maintenance of the superstructure,  
11 electrical/mechanical systems, anchor cables, and pontoons.

12 Based upon existing project delivery plans, this project calls for the construction of  
13 minimum clearances to accommodate the anticipated maintenance and operations for  
14 the pontoons and superstructure for the next 75 years. It is WSDOT's desire to optimize  
15 the efficiency of routine maintenance and to allow for a well planned access strategy to  
16 be incorporated in the final superstructure design while adhering to the strict limits of  
17 the bridge height.

18  
19 **Submit** a narrative describing the Proposer's approach and commitments to the  
20 following:

- 21 1. Provide a maintenance access plan including dimensioned routes and cross-  
22 sectional views of typical sections that allows access to all elements of the  
23 pontoons and superstructure for necessary inspection and maintenance. Also  
24 provide sections and details of the most constricted areas, areas adjacent to any  
25 electrical/mechanical equipment that requires regular inspection and service,  
26 and those areas directly above pontoon access ports.
- 27 2. Provide a plan that specifically addresses the location of pontoon access ports  
28 and the main travel corridors. If the access ports are located within the main  
29 travel corridors, then describe the mitigation for traversing the elevated inlets of  
30 the ports.
- 31 3. Provide a pontoon access relocation plan that mitigates costs or impacts resulting  
32 in modifications to pontoons supplied by WSDOT. Include in the plan any  
33 anticipated changes to delivery schedules and any cost responsibility that the  
34 Proposer will be responsible for.  
35

36 In addition, provide an estimated value of the increased benefit or reduced risks to  
37 WSDOT anticipated through the implementation of the maintenance access plan as  
38 proposed. Include simple calculations used to quantify the anticipated values.

#### 39 **3.3.6.1 EVALUATION CRITERIA**

40 The Proposer will earn Technical Credits for commitments that add benefit to WSDOT,  
41 above and beyond the requirements of the RFP. Technical Credits can also be earned by  
42 reducing, mitigating or transferring risks to the benefit to WSDOT. The maximum  
43 available technical credits for this section are provided in Section 4.2 of this ITP.

1 A Proposal that is innovative and can expand the minimum clearances while optimizing  
2 the efficiency of maintaining the pontoons, anchor cables and superstructure is  
3 preferred. A plan and commitment that mitigates WSDOT's cost and schedule risks  
4 associated with relocating the pontoon access ports will likely earn significant technical  
5 credits.  
6

### 7 **3.3.7 PROJECT DELIVERY (SECTION 6)**

8 The inherent challenges associated with delivery of this project include the coordination  
9 of multiple contracts, effective integration of materials from multiple sources, developing  
10 a superstructure design and ultimately, the construction of the final product.

11 Delays or interruption in the completion of any of these elements can cause delay and  
12 additional risks to the owner as well as the traveling public. WSDOT would prefer to  
13 further reduce those impacts/risks and encourages the proposer to provide a plan that  
14 optimizes schedule flexibility during the duration of this project without additional costs  
15 to the owner.

16  
17 **Submit** plans and a narrative describing the Proposer's approach and commitments to  
18 the following:

- 19 1. Provide a baseline schedule and plan that maximizes allowable float for delays in  
20 the availability of all the pontoons to be supplied by the WSDOT, should delays  
21 arise in their anticipated completion. The plan shall include a commitment to  
22 implement the mitigation strategies without additional costs to WSDOT.
- 23 2. Provide a plan that effectively mitigates potential impacts associated with  
24 working adjacent to, including some shared work spaces, with other WSDOT  
25 projects on both ends of this contract. The plan shall also include mitigation  
26 strategies and commitments for minimizing impacts associated with the  
27 concurrent project to supply pontoons. The plan shall include a commitment to  
28 implement the mitigation strategies without additional costs to WSDOT.
- 29 3. Provide a plan and commitment that mitigates any delays to project substantial  
30 completion beyond December 31, 2014.

31 In addition, provide an estimated value of the increased benefit or reduced risks to  
32 WSDOT anticipated through the implementation of the Project Delivery plan as  
33 proposed. Include simple calculations used to quantify the anticipated values.

#### 34 **3.3.7.1 EVALUATION CRITERIA**

35 The Proposer will earn Technical Credits for commitments that add benefit to WSDOT,  
36 above and beyond the requirements of the RFP. Technical Credits can also be earned by  
37 reducing, mitigating or transferring risks to the benefit to WSDOT. The maximum  
38 available technical credits for this section are provided in Section 4.2 of this ITP.

39 A Proposal that is innovative and can optimize the efficiency of project delivery is  
40 preferred. A plan that reduces impacts and cost risks to WSDOT will likely earn  
41 significant technical credits.

1 **3.3.8 EMPLOYMENT (SECTION 7)**

2 **Submit** a narrative that addresses the proposer’s intent on how to recruit, train and hire  
3 a qualified workforce for the duration of the project. The plan should, at a minimum  
4 include the following:

- 5 1. Assessment and use of locally available skilled and craft labor.
- 6 2. Anticipated training programs to be utilized prior to and during construction.
- 7 3. Use or implementation of a project labor agreement.
- 8 4. Strategy for avoiding work stoppages as the result of labor disputes.

9 **3.3.8.1 EVALUATION CRITERIA**

10 The employment plan narrative will be evaluated on a pass/fail basis. No technical  
11 credits will be earned based upon the content of the plan.

12 To receive a “pass” rating on this factor, the Employment Plan must satisfy the following  
13 requirements:

- 14 • The Employment Plan shall include a detailed description of the Proposer’s  
15 good faith efforts to provide equal employment opportunity.
- 16 • The Employment Plan shall document the Proposer’s strategy to provide  
17 ample supply of skilled and craft labor and an un-interrupted supply of  
18 materials, allowing a timely completion of the project.

19 **3.3.9 APPENDIX A - PROPOSER INFORMATION AND**  
20 **CERTIFICATIONS**

21 The Proposer shall provide the following forms and other information in Appendix A of  
22 the Proposal:

- 23 1. Form A (Design-Build Proposal Form and Signature Page). If the Proposer is a joint  
24 venture, Form A must be executed by all joint venture members.
- 25 2. Form D (Contract Time/Milestone Completion Deadlines). Form D includes a blank  
26 entitled “Contract Time Bid” to be filled in by the Proposer for the purpose of  
27 establishing the deadline for Completion of the Project including interim milestones.  
28 The number of Calendar Days entered for “Contract Time Bid” on Form D will be  
29 used in Section 4.2 of the Contract Form to establish the Contract Time. The  
30 Proposer shall determine the number of Calendar Days to be included for “Contract  
31 Time Bid” on Form D pursuant to its plan for performance of the Work, taking into  
32 account the liquidated damages provided in the Contract.

33  
34 The number of days to be shown shall start on the first calendar day after NTP and  
35 shall end on the scheduled date of Project Physical Completion. All requirements of  
36 the Contract shall be considered in determining the number of Calendar Days shown  
37 for Contract Time Bid on Form D.

38  
39 If the Proposer fails to complete and submit Form D or fails to submit a bid for the  
40 Contract Time Bid item, WSDOT will consider the bid non-responsive.

41  
42 The Milestone Completion Deadlines provided on Form D will be considered as  
43 commitments by the Proposer in the execution of the Contract.

- 1 3. Form L (Utility Certification). The Proposer shall complete Form L.
- 2 4. Description of Legal Structure - A detailed description of the legal structure of the  
3 entity making the Proposal. If the Proposer is a partnership or joint venture, the  
4 Proposer shall attach the full names and addresses of all partners or joint ventures,  
5 identify the equity ownership interest of each entity, and provide formation and  
6 organization information for each general partner or joint venture. If the Proposer is  
7 a limited liability entity, the Proposer shall attach full names and addresses of all  
8 equity holders in the limited liability entity and identify any entities that are  
9 financially responsible in any way for the limited liability entity. If the Proposer has  
10 not previously submitted final legal structure organization documents as provided  
11 for in the RFQ, the Proposer shall attach said documents to the Proposal in this  
12 section. Failure to submit final legal structure organizational documents to WSDOT  
13 either prior to or with the Proposal shall render the Proposal non-responsive.
- 14 5. Joint and Several Liability Letter - If the Proposer is a joint venture, the Proposer  
15 shall attach a letter signed by an authorized representative of each joint venture  
16 stating that the joint venture agrees to be held jointly and severally liable for any and  
17 all of the duties and obligations of the Proposer under the Proposal, and if awarded,  
18 under the Contract. The Proposer shall attach evidence to each letter that the person  
19 signing the letter has authority to do so.
- 20 6. Form K (Form of Guaranty). If the Proposer is a limited liability entity, the Proposer  
21 shall include a commitment letter from each of the equity holders of the Proposer,  
22 agreeing to provide a guaranty of the Proposer's obligations on Form K.
- 23 7. Evidence of Authorization – Powers of Attorney. Evidence of authorization to execute  
24 and deliver the Proposal and the Contract. If such authorization arises out of one or  
25 more powers of attorney, copies of the powers of attorney shall be attached as well as  
26 certified copies of the appropriate resolutions from the applicable entities' governing  
27 bodies authorizing said powers of attorney. If the Proposer is a partnership or a joint  
28 venture, such evidence shall be provided for the Proposer and for each of its general  
29 partners/joint venture members, at all tiers, and in all cases certified by an  
30 appropriate officer.
- 31 8. Form M (Stipend Agreement). The Proposer shall complete Form M.
- 32 9. Form O (WSDOT Form 271-015 Subcontractor List) prepared in compliance with  
33 RCW 39.30.060 as amended. The Proposal shall include a list of: (1) subcontractors  
34 who will perform the Work of heating, ventilation, air conditioning, plumbing as  
35 described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW;  
36 (2) the Work those subcontractors will perform on the Contract; and (3) no more  
37 than one subcontractor for each category of Work identified, except when  
38 subcontractors vary with bid alternates, the bidder shall identify which subcontractor  
39 will be used for which alternate.
- 40 10. DBE Performance Plan in accordance with Section 1.3.8 of this ITP.
- 41 11. Form G (Non-Collusion Declaration). The Proposer shall submit Form G.
- 42 12. Form H (Certification for Federal-Aid Contracts). The Proposer shall submit Form H.
- 43 13. Form R (Organizational Conflict of Interest Certification). The Proposer shall submit  
44 Form R.
- 45 14. Form S (OCOI – Disclosure/Mitigation Plan). The Proposer shall submit Form S.

1 **3.3.10 APPENDIX B - RESUMES**

2 **3.3.11 APPENDIX C - APPROVED ALTERNATIVE TECHNICAL**  
3 **CONCEPTS**

4 **3.3.12 PRICE PROPOSAL (SECTION 8)**

5 The Price Proposal shall include the information and documentation identified in this  
6 section, Section 3.1.4, and Table 2 of this ITP.

7 **Part I: Price Proposal**

- 8 A. Form B (Price Proposal). The Proposer shall submit its Proposal Price  
9 divided into the categories identified on Form B. The total of these items on  
10 Form B will be the Contract Price.
- 11 B. Form F (Proposal Bond). The Proposal shall include a Proposal Bond in the  
12 form of Form F or alternative security as provided in Section 2.16.1 of this  
13 ITP.
- 14 C. Letters from Sureties addressing payment, performance, and warranty of  
15 bonds. The letters of commitment from Sureties (who meet the  
16 requirements of Section 2.16.3 of this ITP) agreeing to issue the Contract  
17 Bond as required in Section 2.16.2 of this ITP.

18 **Part II: Upset Determination**

- 19 D. Form C (Upset Determination). The Proposer shall indicate on Form C if  
20 the total Proposal Price is less than or equal to the upset amount, and  
21 whether the calendar days entered on Form D will extend Project Physical  
22 Completion beyond March 31, 2014.

23 **4.0 PROPOSAL EVALUATION PROCESS**

24 **4.1 GENERAL**

25 WSDOT will award the Contract (if at all) to the responsive Proposer who has complied  
26 with all of the requirements of the RFP, is technically qualified, and has the Best Value  
27 Proposal, as determined in accordance with this section. WSDOT will notify the  
28 successful Proposer and the unsuccessful Proposers.

29 **4.2 TECHNICAL EVALUATION SUMMARY**

30 The technical evaluation factors are tabulated in Table 3 below. Proposers may be  
31 disqualified for receiving a fail for any evaluation factor that is scored pass/fail. The  
32 technical evaluation will be calculated by summing the Proposer's Technical Credits  
33 received out of the Maximum Technical Credits shown in Table 3.

34 **Table 3—Technical Evaluation Summary**

Technical Evaluation Sheet	Maximum Technical Credits
Section 1 - Executive Summary	P/F

Section 2 - Management Plan	5,000,000
Section 3 - Environmental Stewardship Plan	15,000,000
Section 4 - Architectural Elements	7,000,000
Section 5 - Maintenance Access	10,000,000
Section 6 - Project Delivery	15,000,000
Section 7 - Employment	P/F
Appendix A – Proposer Information and Certifications	
Form A (Design-Build Proposal Form and Signature Page)	P/F
Form D (Contract Time/Milestone Completion Deadlines)	P/F
Form G (Non-Collusion Declaration)	P/F
Form H (Certification for Federal-Aid Contracts)	P/F
Form L (Utility Certification)	P/F
DBE Performance Plan	P/F
Description of Legal Structure	P/F
Joint and Several Liability Letter	P/F
Form K (Form of Guaranty)	P/F
Evidence of Authorization - Powers of Attorney	P/F
Form M (Stipend Agreement)	P/F
Form O (WSDOT Form 271-015 Subcontractor List)	P/F
Form R (Organizational Conflict OF Interest Certification)	P/F
Form S (OCOI – Disclosure/Mitigation Plan)	P/F
Appendix B - Resumes	
Appendix C - Approved Alternative Technical Concepts (ATC's)	
Price Proposal - Section 8:	
Part I - Price Proposal	
Form B (Price Proposal)	P/F

Form F (Proposal Bond)	P/F
Letters from Sureties	P/F
Part II - Upset Determination	
Form C (Upset Determination)	P/F
GRAND TOTAL	52,000,000

1 **4.3 RESPONSIVENESS AND PASS/FAIL REVIEW**

2 **4.3.1 INITIAL RESPONSIVENESS EVALUATION**

3 WSDOT will conduct an initial review of the Proposals for responsiveness to the  
4 requirements set forth in the RFP, including compliance with the pass/fail criteria set  
5 forth in Section 4.2 of this ITP. Any Proposal not responsive to the RFP may be excluded  
6 from further consideration and the Proposer that submitted such Proposal will be so  
7 advised. WSDOT may also exclude from consideration any Proposer whose Proposal contains  
8 a material misrepresentation.

9 **4.3.2 UPSET DETERMINATION**

10 As part of the responsiveness evaluation, WSDOT will review Form C provided in each  
11 Price Proposal package to determine if the respective Proposal Prices are less than, equal  
12 to, or greater than the Upset Amount. The Upset Amount is defined as Seven Hundred  
13 Fifty Million and No/100 Dollars (\$750,000,000.00). In addition, WSDOT will review  
14 Form C provided in each Price Proposal package to determine if the respective Contract  
15 Time Bid will extend Substantial Completion beyond December 31, 2014. Failure to  
16 include Form C may result in the Proposal being declared non-responsive and the  
17 Proposer being disqualified.

18 If one or more of the Proposal Prices are less than or equal to the Upset Amount, and the  
19 Contract Time Bid does not extend Substantial Completion beyond December 31, 2014,  
20 WSDOT will evaluate all Proposals and may proceed to award the Contract based on the  
21 best value determination (as described in Section 4.5 of this ITP) to any Proposer whose  
22 Proposal Price is less than or equal to the Upset Amount and whose Contract Bid Time  
23 does not extend Substantial Completion beyond December 31, 2014. WSDOT may also  
24 elect to proceed with discussions with the Proposers followed by a request for BAFOs  
25 from all Proposers or cancel the RFP. If no Proposal has a Proposal Price less than or  
26 equal to the Upset Amount, and/or the Contract Time Bid will extend Substantial  
27 Completion beyond December 31, 2014, WSDOT will either proceed directly with  
28 discussions with the Proposers followed by a request for BAFOs or cancel the RFP. In  
29 such event, WSDOT may review the Proposals for responsiveness and also with reference  
30 to possible discussions with the Proposers.

31 This Upset Determination will be performed by the WSDOT Contract Ad and Award  
32 Manager in strict confidence upon receipt of all Proposals. After completion of said  
33 review, each Form C will be resealed in its designated envelope and placed back with its  
34 respective Price Proposals. The WSDOT Contract Ad and Award Manager will hold all  
35 information regarding the identity of all Proposers as related to the Upset Determination

1 strictly confidential. No information regarding the Upset Determination shall be given to  
2 any individuals involved in the technical evaluation process. If a Proposal is deemed  
3 unacceptable based solely on price magnitude being greater than the Upset Amount,  
4 and/or the Contract Time Bid extends Substantial Completion beyond December 31,  
5 2014, the Proposal will still be eligible for the Stipend provided all other criteria relative  
6 to the Stipend are met.

### 7 **4.3.3 PASS/FAIL CRITERIA EVALUATION**

8 Proposals will be evaluated based on the following pass/fail criteria:

- 9 • Business form of Proposers and team members shall meet Project  
10 requirements.
- 11 • The Major Participants listed in the Proposal shall not have changed since  
12 submission of its SOQ, or the Proposer shall have previously advised WSDOT  
13 of a change and received WSDOT's written approval for the change.
- 14 • Proposal Bond (or alternative security) and Surety commitment letter shall  
15 have been provided as required by Section 2.16 of this ITP.
- 16 • Proposer information, certifications, and documents as listed in Section 3.1.2  
17 of this ITP are included in the Proposal and are complete, accurate, and  
18 responsive, and they do not identify any material adverse changes from the  
19 information provided in the SOQ information.
- 20 • The Proposer has provided all other forms and documentation required by  
21 this ITP.

22 A Proposal must receive an initial "pass" on all pass/fail criteria listed in the RFP for the  
23 Proposal to be further evaluated. WSDOT may, at its sole discretion, request a Proposer  
24 to provide clarifications for purposes of determining whether the pass/fail criteria are  
25 met. Failure to achieve a "pass" rating on a pass/fail factor may result in the Proposal being  
26 declared non-responsive and the Proposer being disqualified. Failure to submit  
27 information in the manner, format, and detail specified may result in the Proposal receiving  
28 a "fail" rating and being declared non-responsive. Even though a Proposal receives an  
29 initial "pass" allowing technical evaluation to proceed, the Proposal may later be  
30 determined to have failed.

31 The Executive Summary will be evaluated pass/fail, but information can be used during  
32 evaluation of other sections.

## 33 **4.4 EVALUATION OF THE TECHNICAL PROPOSAL**

34 WSDOT will evaluate each of the technical requirements described in Section 3 of this  
35 ITP in conjunction with WSDOT's values and Project goals described in Section 1 of this  
36 ITP, for determining the total Technical Credits earned. The technical evaluation sheet in  
37 Section 4.2 of this ITP identifies the maximum Technical Credit for each requirement.  
38 The following adjectival rating system will be used in determining the allocation of  
39 credits for each subsection of the Proposal:

40 Strengths and weaknesses are defined as follows:

- 41 • Strengths – That part of the SOQ which ultimately represents a benefit to the  
42 Project and is expected to increase the Submitter's ability to meet or exceed the  
43 Project needs. A minor strength has a slight positive influence on the Submitter's

1 ability, while a significant strength has a considerable positive influence on the  
2 Submitter's ability to exceed the Project needs.

- 3 • Weaknesses – That part of the SOQ which detracts from the Submitter's ability to  
4 meet the Project requirements or may result in an inefficient or ineffective  
5 performance. A minor weakness has a slight negative influence, while a  
6 significant weakness has a considerable negative influence on the Submitter's  
7 ability to meet the Project requirements.

8 Based on the identified strengths and weaknesses, the evaluation team will select an  
9 adjectival rating and the percent of maximum score in the identified range.

10 The following **adjectival rating system** will be used in determining the value for each  
11 Scoring Element of the SOQ:

- 12  
13 • **Excellent** (71 to 100%): The subsection of the Proposal demonstrates an  
14 approach that is considered to significantly exceed the RFP  
15 requirements/objectives in a beneficial way (providing advantages, benefits,  
16 or added value to the Project), and provides a consistently outstanding level  
17 of quality. In order for the subsection of the Proposal to meet the minimum  
18 criteria to be considered *Excellent*, it must be determined to have significant  
19 strengths and no appreciable weaknesses. The minimum allocation of credits  
20 for *Excellent* is 71%. The greater the significance of the strengths and/or the  
21 number of strengths will result in a higher percentage, up to a maximum of  
22 100%. There is virtually no risk that the Proposer would be unsuccessful in  
23 delivering the Project to WSDOT's satisfaction, and would most likely exceed  
24 all Project goals.
- 25 • **Very Good** (41 to 70%): The subsection of the Proposal demonstrates an  
26 approach that is considered to exceed the RFP requirements/objectives in a  
27 beneficial way (providing advantages, benefits, or added value to the Project)  
28 and offers a generally better than acceptable quality. In order for the  
29 subsection of the Proposal to meet the minimum criteria to be considered to  
30 be *Very Good*, it must be determined to have at least one significant strength,  
31 and additional minor strengths and no significant weaknesses. Minor  
32 weaknesses are offset by strengths. The minimum allocation of credits for  
33 *Very Good* is 41%. The greater the significance of the strengths and/or the  
34 number of strengths, and the fewer the minor weakness will result in a higher  
35 percentage, up to a maximum of 70%. There is virtually no risk that the  
36 Proposer would be unsuccessful in delivering the Project to WSDOT's  
37 satisfaction, and would most likely meet and/or exceed all Project goals.
- 38 • **Good** (0 to 40%): The subsection of the Proposal demonstrates an approach  
39 that is considered to meet the RFP requirements/objectives and offers an  
40 acceptable level of quality. In order for the subsection of the Proposal to meet  
41 the minimum criteria to be considered to be *Good*, it must be determined to  
42 have at least one strength, even though minor and/or significant weakness  
43 exist. The minimum allocation of credits for *Good* is 0%. The greater the  
44 significance of the strengths and/or the number of strengths, and the fewer  
45 the minor or significant weakness will result in a higher percentage, up to a  
46 maximum of 40%. It is expected that the Proposer would be able to deliver  
47 the Project to WSDOT's satisfaction and meet the Project goals.

1 **4.5 BEST VALUE DETERMINATION**

2 **4.5.1 PROPOSAL RATING**

3 Each responsive Proposal will be assigned an Apparent Best Value based on the  
4 following equation:

5 
$$ABV = SP - (\text{Sum of all TC})$$

6 Where:

7 ABV = Apparent Best Value

8 SP = The Proposal Price as submitted

9 TC = Assigned Technical Credits

10 The successful Proposal will be the one calculated to have the lowest Apparent Best  
11 Value.

12 **4.6 BEST AND FINAL OFFERS (BAFOS)**

13 If one or more Proposals indicate a Total Proposal Price less than or equal to the Upset  
14 Amount and the accompanying Form D, part 'A' Time Bids will result in Substantial  
15 Completion of 4 lanes open to traffic occurring prior to December 31, 2014 (see Section  
16 4.3.2 of this ITP), WSDOT does not currently intend to request BAFOS, but reserves the  
17 right to do so. If all Total Proposal Prices exceed the Upset Amount, or all Form D, part  
18 'A' Time Bids will result in Substantial Completion being extended beyond December 31,  
19 2014, it is likely that WSDOT will request BAFOS.

20 There may be other circumstances in which BAFOS may be requested. (See Section 4.3.2  
21 of this ITP.)

22 **5.0 CONTRACT AWARD AND EXECUTION**

23 Following selection of a Proposer by WSDOT and verification that the Proposer has  
24 complied with the requirements of the RFP, WSDOT will deliver five sets of execution  
25 copies of the Contract to the selected Proposer. To be awarded the Contract, the selected  
26 Proposer must satisfy WSDOT's Contract award requirements by executing and  
27 delivering the Contract together with all other required documents described below, within  
28 20 Calendar Days of receipt of the execution copies of the Contract from WSDOT.

29 WSDOT will return one copy of the Contract executed by WSDOT within 14 Calendar Days  
30 of receipt of all required documents from the Proposer:

- 31 • Executed Contract.
- 32 • Evidence of authorization to execute the Contract, in the form of a certified  
33 resolution of the governing body of Proposer expressly stating such body's  
34 authorization to execute the Contract and, if the Proposer is a partnership,  
35 joint venture, unincorporated association, or limited liability company, of the  
36 governing bodies of the entity's partners or members.
- 37 • Contract Bond issued by the Surety listed in the Proposal, or an equivalent  
38 Surety meeting the requirements set forth in Section 2.16 of this ITP.
- 39 • The insurance policies, endorsements, and/or certificates required under  
40 Section 1-07.18 of the General Provisions.

- 1           • Evidence that the Proposer, its Major Participants, and other identified  
2           Subcontractors hold all licenses as of award necessary to perform the Work.
- 3           • If applicable, the guaranties in the form attached as Form K, together with  
4           appropriate evidence of authorization thereof.

## 5       **5.1 DEBRIEFING**

6       Within 60 Calendar Days after execution and delivery of the Contract, WSDOT will be  
7       available for an oral debriefing session upon written request made to WSDOT's  
8       Representative by an authorized representative of an unsuccessful Proposer.

## 9       **6.0 PROPOSER STIPENDS**

10       WSDOT will pay a Stipend of \$3,000,000 to each Proposer that provides a responsive  
11       but unsuccessful Proposal, provided that such Proposer has timely executed and  
12       delivered the Stipend Agreement (Form M) to WSDOT. The proposer shall be  
13       responsible for requesting payment within 7 Calendar Days after notice of award is  
14       posted.

15       If no Contract award is made, all responsive Proposers that have timely executed and  
16       delivered the Stipend Agreement will receive the Stipend. The Stipend will be paid within  
17       45 Calendar Days after award of the Contract or the decision not to award a Contract.

18       No Proposer shall be entitled to reimbursement of any of its costs in connection with the  
19       RFP except as specified in this section. A Proposer that has submitted a non-responsive  
20       Proposal will not earn a Stipend.

21       In consideration for paying the Stipend, WSDOT reserves the right to use any ideas or  
22       information contained in the unsuccessful Proposals in connection with any Contract  
23       awarded for the Project or with any subsequent procurement, without any obligation to  
24       pay any additional compensation to the Proposer. Each Proposer acknowledges that  
25       WSDOT will have the right to inform the successful Proposer, after award, regarding the  
26       contents of all Proposals for which stipends have been (or will be) paid, for the purpose  
27       of allowing concepts to be reviewed by the selected Design-Builder and incorporated into  
28       the Contract as deemed advisable. WSDOT will provide the successful Proposer with all  
29       the ATCs as soon as practicable for incorporation as a VECP at the discretion of the  
30       Proposer.

## 31       **7.0 PROTESTS**

### 32       **7.1 PROTEST PROCEDURES**

33       This section sets forth the exclusive protest remedies available with respect to the RFP.  
34       Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to  
35       protest contained herein, expressly waives all other rights and remedies, and agrees that  
36       the decision on any protest, as provided herein, shall be final and conclusive and not  
37       subject to legal challenge unless wholly arbitrary. These protest procedures are included  
38       in the RFP expressly in consideration for such waiver and agreement by the Proposers.  
39       Such waiver and agreement by each Proposer are also consideration to each other Proposer  
40       for making the same waiver and agreement.

41       If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set  
42       forth in the RFP, it shall indemnify, defend, protect, and hold harmless WSDOT, its

1 officers, officials, employees, agents, representatives, and consultants from and against all  
2 liabilities, expenses, costs (including attorneys' fees and costs), fees, and damages  
3 incurred or suffered as a result. The submission of a Proposal by a Proposer shall be  
4 deemed the Proposer's irrevocable and unconditional agreement with such indemnification  
5 obligation.

### 6 **7.1.1 PROTESTS REGARDING RFP DOCUMENTS**

7 The Proposer may protest the terms of the RFP prior to the time for submission of  
8 Proposals on the grounds that (a) a material provision in the RFP is ambiguous; (b) any  
9 aspect of the procurement process described herein is contrary to legal requirements  
10 applicable to this procurement; or (c) the RFP in whole or in part exceeds the authority  
11 of WSDOT. Protests regarding the RFP shall be filed only after the Proposer has  
12 submitted a written request for clarification prior to the Proposal Due Date set forth in  
13 Section 1 of this ITP in an effort to remove the grounds for protest.

14 Protests regarding the RFP shall completely and succinctly state the grounds for protest  
15 and shall include all factual and legal documentation in sufficient detail to establish the  
16 merits of the protest. Evidentiary statements, if any, shall be submitted under penalty of  
17 perjury.

18 Protests regarding the RFP shall be filed as soon as the basis for protest is known to the  
19 Proposer, but in any event it must be actually received no later than 10 Calendar Days  
20 before the Proposal Due Date, provided that protests regarding an addendum to the RFP  
21 shall be filed and actually received no later than 5 Calendar Days after the addendum to  
22 the RFP is issued (or no later than the Proposal Due Date, if earlier).

23 Protests regarding the RFP shall be filed in writing by hand delivery or courier to the Protest  
24 Official with a copy to WSDOT's Representative and the other Proposers. The "Protest  
25 Official" is defined as:

26 Dave Mariman  
27 WSDOT Contract Ad & Award Office  
28 P. O. Box 47360  
29 Olympia, WA 98504-7360

30 WSDOT will distribute copies of the protest to the other Proposers and may, but need  
31 not, request other Proposers to submit statements or arguments regarding the protest  
32 and may, at its sole discretion, discuss the protest with the protesting Proposer. If other  
33 Proposers are requested to submit statements or arguments, they may file a statement in  
34 support of or in opposition to the protest within 7 Calendar Days of the request.

35 The protesting Proposer shall have the burden of proving its protest by clear and  
36 convincing evidence. No hearing will be held on the protest unless the Protest Official or  
37 his designee agrees to a hearing. The Protest Official or his designee will decide the protest  
38 on the basis of the written submissions within 15 Calendar Days after the Protest Official  
39 receives the protest. The Protest Official will furnish copies of the decision in writing to  
40 WSDOT's Representative and each Proposer. The decision shall be final and conclusive  
41 and not subject to legal challenge unless wholly arbitrary. If necessary to address the issues  
42 raised in the protest, WSDOT will make appropriate revisions to the RFP by issuing  
43 addenda. WSDOT may, in its sole discretion, extend the Proposal Due Date.

44 Notwithstanding the existence of a protest, WSDOT may, in its sole discretion, continue  
45 the procurement process or any portion thereof.

1 The failure of a Proposer to raise a ground for a protest regarding the RFP within the  
2 applicable period shall constitute an unconditional waiver of the right to protest the terms of  
3 the RFP and shall preclude consideration of that ground in any protest unless such ground  
4 was not and could not have been known to the Proposer in time to protest prior to the  
5 final date for such protests.

6 **7.1.2 PROTESTS REGARDING RESPONSIVENESS**  
7 **DETERMINATION OR AWARD**

8 A Proposer may protest any determination by WSDOT regarding lack of responsiveness  
9 or any award made by WSDOT by filing a written notice of protest by hand delivery or  
10 courier to the Protest Official with a copy to WSDOT's Representative. WSDOT will  
11 distribute copies of the protest to the other Proposers. The notice of protest shall  
12 specifically state the grounds of the protest.

13 Notice of protest of any non-responsiveness determination must be filed within 5  
14 Calendar Days after the notification of non-responsiveness. Notice of protest of any  
15 award by WSDOT must be filed within 9 Calendar Days after WSDOT's opening of the  
16 Price Proposals.

17 Within 7 Calendar Days of the notice of protest, the protesting Proposer must file with  
18 the Protest Official, with a copy to WSDOT's Representative and the other Proposers, a  
19 detailed statement of the grounds, legal authorities, and facts, including all documents  
20 and evidentiary statements, in support of the protest. Evidentiary statements, if any,  
21 shall be submitted under penalty of perjury. The protesting Proposer shall have the  
22 burden of proving its protest by clear and convincing evidence.

23 Failure to file a notice of protest or a detailed statement within the applicable period  
24 shall constitute an unconditional waiver of the right to protest the evaluation or  
25 qualification process and decisions thereunder, other than any protest based on facts not  
26 reasonably ascertainable as of such date.

27 WSDOT's Representative and the other Proposers may file by hand delivery or courier to  
28 the Protest Official, with a copy to the protesting Proposer, a statement in support of or  
29 in opposition to the protest. Other Proposers shall also deliver a copy of their statement  
30 to WSDOT's Representative. Such statements must be filed within 7 Calendar Days after  
31 the protesting Proposer files its detailed statement of protest.

32 Unless otherwise required by law, no evidentiary hearing or oral argument shall be  
33 provided, except, in the sole discretion of the Protest Official or his designee, a hearing or  
34 argument may be permitted if necessary for protection of the public interest or an  
35 expressed, legally recognized interest of a Proposer or WSDOT. The Protest Official or  
36 his designee will issue a written decision regarding the protest within 15 Calendar Days  
37 after the Protest Official receives the detailed statement of protest. Such decision shall be  
38 final and conclusive and not subject to legal challenge unless wholly arbitrary. The  
39 Protest Official or his designee will deliver the written decision to WSDOT's  
40 Representative and each Proposer.

41 If the Protest Official or his designee concludes that the Proposer filing the protest has  
42 established a basis for protest, the Protest Official or his designee will determine what  
43 remedial steps, if any, are necessary or appropriate to address the issues raised in the  
44 protest. Such steps may include, without limitation, withdrawing or revising the  
45 decisions, issuing a new request for proposals, or taking other appropriate actions.

1 **7.2 JUDICIAL REVIEW**

2 Any decision made by WSDOT regarding the award and execution of the Contract or  
3 Proposal rejection shall be conclusive subject to the scope of judicial review permitted  
4 under Washington Law. Documents requesting such review, if any, shall be filed in a  
5 timely manner in the Superior Court of Thurston County, Washington.

## **PROPOSAL FORMS**

1		
2		
3	Form A	Design-Build Proposal Form and Signature Page
4	Form B	Price Proposal
5	Form C	Upset Determination
6	Form D	Contract Time/Milestone Completion Deadlines
7	Form F	Proposal Bond
8	Form G	Non-Collusion Declaration
9	Form H	Certification for Federal-Aid Contracts
10	Form K	Form of Guaranty
11	Form L	Utility Certification
12	Form M	Stipend Agreement
13	Form O	WSDOT Form 271-015 Subcontractor List
14	Form R	Organizational Conflict of Interest Certification
15	Form S	Organizational Conflicts of Interest - Disclosure and Avoidance/Neutralization Plan
16		



1 Section 5 Maintenance Access

2 Section 6 Project Delivery

3 Section 7 Employment

4 Section 8 Price Proposal

- 5 1) Proposer acknowledges receipt, understanding, and full consideration of all RFP  
6 documents, other documents identified on the Project Web site ([www.wsdot.wa.gov](http://www.wsdot.wa.gov)) and  
7 the following Addenda and set of questions and answers to the RFP:

8 **[list Addenda, if applicable, and sets of questions and answers]**

9

- 10 2) Proposer certifies that it has carefully examined and is fully familiar with the RFP  
11 documents and is satisfied that such provisions provide sufficient detail regarding the  
12 Work and the other obligations of the Design-Builder under the Contract and do not  
13 contain internal inconsistencies; that it has carefully checked all the words, figures and  
14 statements in its Proposal; that it has conducted such other field investigations and  
15 additional design development which are prudent and reasonable in preparing this  
16 Proposal, including a thorough review of all of the RFP documents; and that it has  
17 notified WSDOT of any deficiencies in or omissions from any RFP documents or other  
18 documents provided by WSDOT and of any unusual site conditions observed prior to the  
19 date hereof.

- 20 3) Proposer certifies that, prior to submitting its Proposal, in accordance with generally  
21 accepted engineering and construction practices that it has reviewed the Reference  
22 Documents and other information provided by WSDOT; inspected and examined the site  
23 and surrounding locations; and undertaken other appropriate activities sufficient to  
24 familiarize itself with surface conditions and subsurface conditions that are discernible  
25 from the surface and affect the Project, to the extent the Proposer deemed necessary or  
26 advisable for submittal of a Proposal. As a result of such review, inspection, examination,  
27 and other activities, the Proposer certifies it is familiar with and accepts the site and the  
28 physical requirements of the Work.

- 29 4) Proposer agrees that its Statement of Qualifications, as modified by this Proposal, is  
30 incorporated into this Proposal as if fully set forth herein. Proposer certifies that each,  
31 every, and all of the representations made by Proposer in this Proposal are true and  
32 correct.

- 33 5) Proposer certifies that the Major Participants identified on the Proposer's SOQ have not  
34 changed or to the extent that changes have been previously approved by WSDOT, the  
35 Proposer has attached a WSDOT approval letter regarding any such change(s).

- 36 6) Proposer certifies that it will construct the Work within the Right-of-Way identified in  
37 the RFP. In the alternative, to the extent the Proposal includes an ATC(s) that  
38 contemplate construction of the Work outside of the Right of Way identified in the RFP,  
39 the Proposer has attached a WSDOT approval letter regarding such ATC.

- 40 7) Proposer understands that WSDOT is not bound to accept the lowest priced Proposal or  
41 any proposal.

- 42 8) Proposer further understands that all costs and expenses incurred by it in preparing this  
43 Proposal and participating in the RFP process will be borne solely by the Proposer,  
44 except to the extent that the Proposer receives the Stipend as provided for in the RFP.

- 1 9) Proposer agrees that WSDOT will not be responsible for any errors, omissions,  
2 inaccuracies, or incomplete statements in this Proposal.
- 3 10) This Proposal shall be governed by and construed in all respects according to the laws of  
4 the State of Washington.

5 Proposer understands that the National Environmental Policy Act (NEPA) review and  
6 documentation process has not been completed for this project. Until the NEPA documentation is  
7 complete, all of the alternatives, including the no-build, are still viable options for the project.

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

10 Dated \_\_\_\_\_, 2011 Proposer \_\_\_\_\_

11 *[Insert name of the Proposer, identify the type of organization and state or country of*  
12 *organization, and if the Proposer is a joint venture provide signature blocks for each joint*  
13 *venture member.]*

14 *[Insert appropriate signature block from below.]*

15 1) Sample signature block for corporation or limited liability company:

16 *[Insert the Proposer's name]*

17 By: \_\_\_\_\_

18 Print Name: \_\_\_\_\_

19 Title: \_\_\_\_\_

20 2) Sample signature block for partnership or joint venture:

21 *[Insert the Proposer's name]*

22 By: *[Insert general partner's or member's name]*

23 Print Name: \_\_\_\_\_

24 Title: \_\_\_\_\_

25 By: \_\_\_\_\_

26 Print Name: \_\_\_\_\_

27 Title: \_\_\_\_\_

28 *[Add signatures of additional general partners or members as appropriate. If Proposer is a joint*  
29 *venture, all joint venture members must individually execute this document.]*

30 3) Sample signature block for attorney in fact:

31 *[Insert the Proposer's name]*

32 By: \_\_\_\_\_

33 Print Name: \_\_\_\_\_

34 Attorney in Fact: \_\_\_\_\_

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**FORM B**  
**PRICE PROPOSAL**  
**Washington State Department of Transportation**  
**Design-Build Request for Proposals**  
**SR 520 Evergreen Point Floating Bridge and Landings Project**

PRICE

LINE NO.	ITEM DESCRIPTION	UNIT	ITEM TOTAL
----------	------------------	------	------------

1	Total Design-Build Work –Lump Sum _____ (Work Covered by Department of Revenue Rule 170) (This Work is subject to Sales Tax Deferral as designated in the Contract)		
---	---	--	--

2	Total Design-Build Work – Lump Sum _____N/A_____ (Work Covered by Department of Revenue Rule 171)		
---	--	--	--

Total Proposal Price = Line 1 + 2 = \_\_\_\_\_.

**[DESIGN-BUILDER SIGNATURE]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Washington Contractor License Number: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

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**FORM C**  
**UPSET DETERMINATION**

Proposer Name: \_\_\_\_\_

Is the Total Proposal Price less than or equal to the Upset Amount (\$750,000,000)?

Check One:

\_\_\_\_\_ Yes.

\_\_\_\_\_ No.

And does the Contract Time Bid establish Substantial Completion on or before December 31, 2014?

Check One:

\_\_\_\_\_ Yes.

\_\_\_\_\_ No.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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**FORM D**  
**CONTRACT TIME/MILESTONE COMPLETION DEADLINES**  
**Washington State Department of Transportation**  
**Design-Build Request for Proposals**  
**SR 520 Evergreen Point Floating Bridge and Landings Project**

Name of Proposer: \_\_\_\_\_

Contract Time Bid: \_\_\_\_\_ (Calendar Days)

<b>Milestones</b>	<b>Milestone Completion Deadlines Proposed Duration (Calendar Days from NTP)</b>
A. Substantial completion	A. _____(Calendar Days)
B. Substantial completion of combined Pedestrian Bike lane	B. _____(Calendar Days)
C. Total Project Substantial Completion	C. _____(Calendar Days)
D. Other milestones (if proposed)	D. Other milestones (if proposed)



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**FORM F**  
**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, That we,

of \_\_\_\_\_ as principal, and the

a corporation duly organized under the laws of the State of Washington, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full and penal sum of 5% of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, if the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the Department of Transportation within a period of 20 Calendar Days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed

and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Principal)

(Surety)

(Attorney-in-fact)

DOT Form 272-001 EF Revised 12/97



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 subrecipients shall certify and disclose accordingly.

**FORM K**  
**FORM OF GUARANTY**  
**Washington State Department of Transportation**  
**Design-Build Request for Proposals**

**SR 520 Evergreen Point Floating Bridge and Landings Project**

**THIS GUARANTY** (this “Guaranty”) is made as of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_, a \_\_\_\_\_ (“Guarantor”), in favor of the **WASHINGTON DEPARTMENT OF TRANSPORTATION (“WSDOT”)**.

**R E C I T A L S**

1. \_\_\_\_\_ (“Design-Builder”), and WSDOT are parties to that certain Design-Build Contract dated \_\_\_\_\_ (the “Contract”) pursuant to which the Design-Builder has agreed to design and construct the Project. Initially capitalized terms used herein without definition will have the meaning given such terms in the Contract.
2. To induce WSDOT to (i) enter into the Contract; and (ii) consummate the transactions contemplated thereby, Guarantor has agreed to enter into this Guaranty.
3. Design-Builder is a \_\_\_\_\_ [describe relationship with Guarantor]. The execution of the Contract by WSDOT and the consummation of the transactions contemplated thereby will materially benefit Guarantor. Without this Guaranty, WSDOT would not have entered into the Contract with Design-Builder. Therefore, in consideration of WSDOT’s execution of the Contract and consummation of the transactions contemplated thereby, Guarantor has agreed to execute this Guaranty.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. **Guaranty.** Guarantor guarantees to WSDOT and its successors and assigns the full and prompt payment and performance when due of all of the obligations of the Design-Builder arising out of, in connection with, under or related to (a) the Contract as amended or supplemented (and the documents executed or to be executed in connection therewith), and (b) each and every other document and agreement executed by the Design-Builder in connection with the consummation of the transactions contemplated by the Contract (the documents described in clauses (a)-(b) shall collectively be referred to herein as the “Project Documents”). The obligations guaranteed pursuant to this Guaranty are collectively referred to herein as the “Guaranteed Obligations.”
2. **Unconditional Obligations.** This Guaranty is a guaranty of payment and performance and not of collection and is an absolute, unconditional, and irrevocable guarantee of the full and prompt payment and performance when due of all of the Guaranteed Obligations, whether or not from time to time reduced or extinguished or hereafter increased or incurred, whether or not recovery may be, or hereafter may become, barred by any statute of limitations or otherwise, and whether or not enforceable against the Design-Builder. If any payment made by the Design-Builder or any other Person and applied to the Guaranteed Obligations is at any time

annulled, set aside, rescinded, invalidated, declared to be fraudulent or preferential, or otherwise required to be repaid or refunded, then, to the extent of such payment or repayment, the liability of Guarantor will be and remain in full force and effect as fully as if such payment had never been made. Guarantor covenants that this Guaranty will not be fulfilled or discharged, except by the complete payment and performance of the Guaranteed Obligations, whether by the primary obligor or Guarantor under this Guaranty. Without limiting the generality of the foregoing, Guarantor's obligations hereunder will not be released, discharged, or otherwise affected by (a) any change in the Project Documents or the obligations thereunder, or any insolvency, bankruptcy, or similar proceeding affecting the Design-Builder, Guarantor, or their respective assets, and (b) the existence of any claim or set-off which the Design-Builder has or Guarantor may have against WSDOT, whether in connection with this Guaranty or any unrelated transaction, provided that nothing in this Guaranty will be deemed a waiver by Guarantor of any claim or prevent the assertion of any claim by separate suit. This Guaranty will in all respects be a continuing, absolute, and unconditional guaranty irrespective of the genuineness, validity, regularity, or enforceability of the Guaranteed Obligations or any part thereof or any instrument or agreement evidencing any of the Guaranteed Obligations or relating thereto, or the existence, validity, enforceability, perfection, or extent of any collateral therefore or any other circumstances relating to the Guaranteed Obligations which might otherwise constitute a defense to the Guaranteed Obligations of this Guaranty.

3. **Independent Obligations.** Guarantor agrees that the Guaranteed Obligations are independent of the obligations of the Design-Builder and if any default occurs hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not the Design-Builder is joined therein. WSDOT may maintain successive actions for other defaults of Guarantor. WSDOT's rights hereunder will not be exhausted by the exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all Guaranteed Obligations have been paid and fully performed.
  - a. Guarantor agrees that WSDOT may enforce this Guaranty, at any time and from time to time, without the necessity of resorting to or exhausting any security or collateral and without the necessity of proceeding against the Design-Builder. Guarantor hereby waives the right to require WSDOT to proceed against the Design-Builder, to exercise any right or remedy under any of the Project Documents or to pursue any other remedy or to enforce any other right.
  - b. Guarantor will continue to be subject to this Guaranty notwithstanding: (i) any modification, agreement, or stipulation between the Design-Builder and WSDOT or their respective successors and assigns, with respect to any of the Project Documents or the Guaranteed Obligations; (ii) any waiver of or failure to enforce any of the terms, covenants, or conditions contained in any of the Project Documents or any modification thereof; (iii) any release of the Design-Builder from any liability with respect to any of the Project Documents; or (iv) any release or subordination of any collateral then held by WSDOT as security for the performance by the Design-Builder of the Guaranteed Obligations.

- c. The Guaranteed Obligations are not conditional or contingent upon the genuineness, validity, regularity, or enforceability of any of the Project Documents or the pursuit by WSDOT of any remedies which WSDOT either now has or may hereafter have with respect thereto under any of the Project Documents.

4. **Liability of Guarantor**

- a. WSDOT may enforce this Guaranty upon the occurrence of a breach by the Design-Builder of any of the Guaranteed Obligations, notwithstanding the existence of any dispute between WSDOT and the Design-Builder with respect to the existence of such a breach.

Guarantor's performance of some, but not all, of the Guaranteed Obligations will in no way limit, affect, modify, or abridge Guarantor's liability for those Guaranteed Obligations that have not been performed.

WSDOT, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any reduction, limitation, impairment, discharge, or termination of Guarantor's liability hereunder, from time to time may (i) with respect to the financial obligations of the Design-Builder, renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner, or terms of payment of such financial obligations that are Guaranteed Obligations, and/or subordinate the payment of the same to the payment of any other obligations; (ii) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto; (iii) request and accept other guarantees of the Guaranteed Obligations and take and hold security for the payment and performance of this Guaranty or the Guaranteed Obligations; (iv) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate, or modify, with or without consideration, any security for performance of the Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other obligation of any Person with respect to the Guaranteed Obligations; (v) enforce and apply any security hereafter held by or for the benefit of WSDOT in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that WSDOT may have against any such security, as WSDOT in its discretion may determine; and (vi) exercise any other rights available to it under the Project Documents.

This Guaranty and the obligations of Guarantor hereunder will be valid and enforceable and will not be subject to any reduction, limitation, impairment, discharge, or termination for any reason (other than indefeasible performance in full of the Guaranteed Obligations), including without limitation the occurrence of any of the following, whether or not Guarantor will have had notice or knowledge of any of them: (i) any failure or omission to assert or enforce or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power, or remedy (whether arising under the Project Documents, at law, in equity, or otherwise) with respect to the Guaranteed Obligations or any agreement or instrument relating thereto; (ii) any rescission, waiver, amendment, or modification of, or any consent to departure from, any of the terms or provisions (including without limitation provisions relating to events of default) of the Project Documents or any agreement or instrument executed pursuant thereto; (iii) WSDOT's consent to

the change, reorganization, or termination of the corporate structure or existence of the Design-Builder; (iv) any defenses, set-offs, or counterclaims that the Design-Builder may allege or assert against WSDOT in respect of the Guaranteed Obligations, including but not limited to failure of consideration, breach of warranty, payment, statute of frauds, accord and satisfaction, and usury; and (v) any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of Guarantor as an obligor in respect of the Guaranteed Obligations.

5. **Waivers.** To the fullest extent permitted by law, Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require WSDOT to proceed against the Design-Builder or any other Person or to proceed against or exhaust any security held by WSDOT at any time or to pursue any right or remedy under any of the Project Documents or any other remedy in WSDOT's power before proceeding against Guarantor; (b) any defense that may arise by reason of the incapacity, lack of WSDOT, death or disability of, or revocation hereof by Guarantor, the Design-Builder, or any other Person or the failure of WSDOT to file or enforce a claim against the estate (either in administration, bankruptcy, or any other proceeding) of any such Person; (c) any defense that may arise by reason of any presentment, demand for payment or performance or otherwise, protest or notice of any other kind or lack thereof; (d) any right or defense arising out of an election of remedies by WSDOT even though the election of remedies, such as non-judicial foreclosure with respect to any security for the Guaranteed Obligations, has destroyed the Guarantor's rights of subrogation and reimbursement against the Design-Builder by the operation of law or otherwise; (e) all notices to Guarantor, to the Design-Builder, or to any other Person, including, but not limited to, notices of the acceptance of this Guaranty or the creation, renewal, extension, modification, accrual of any of the obligations of the Design-Builder under any of the Project Documents, or of default in the payment or performance of any such obligations, enforcement of any right or remedy with respect thereto, or notice of any other matters relating thereto; (f) any requirements of diligence or promptness on the part of WSDOT; (g) any defense arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of the Design-Builder or any other Person from any cause other than indefeasible performance in full of the Guaranteed Obligations; (h) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (i) any defense based upon any act or omission of WSDOT which directly or indirectly results in or aids the discharge or release of the Design-Builder, Guarantor, or any security given or held by WSDOT in connection with the Guaranteed Obligations; and (j) any and all suretyship defenses under applicable law.
6. **Waiver of Subrogation and Rights of Reimbursement; Subordination.** Until the Guaranteed Obligations have been indefeasibly paid in full, Guarantor waives any claim, right, or remedy which it may now have or may hereafter acquire against the Design-Builder that arises from the performance of Guarantor hereunder, including, without limitation, any claim, right, or remedy of subrogation, reimbursement, exoneration, contribution, or indemnification, or participation in any claim, right, or remedy of WSDOT against the Design-Builder, or any other security or collateral that WSDOT now has or hereafter acquires, whether or not such claim, right, or remedy arises in equity, under contract, by statute, under common law or otherwise.

All existing or future indebtedness of Design-Builder or any shareholders, partners, members, or joint venturers of Design-Builder to Guarantor is subordinated to all of the Guaranteed Obligations. Whenever and for so long as the Design-Builder shall be in default in the performance of a Guaranteed Obligation, no payments with respect to any such indebtedness shall be made by Design-Builder or any shareholders, partners, members, or joint venturers of Design-Builder to Guarantor without the prior written consent of WSDOT. Any payment by Design-Builder or any shareholders, partners, members, or joint venturers of Design-Builder to Guarantor in violation of this provision shall be deemed to have been received by Guarantor as trustee for WSDOT.

7. **Cumulative Rights.** All rights, powers, and remedies of WSDOT hereunder will be in addition to and not in lieu of all other rights, powers, and remedies given to WSDOT, whether at law, in equity or otherwise.
8. **Representations and Warranties.** Guarantor represents and warrants that:
  - a. it is a \_\_\_\_\_ duly [organized][formed], validly existing, and in good standing under the laws of the State of \_\_\_\_\_;
  - b. it has all requisite [corporate][partnership][limited liability company] power and WSDOT to execute, deliver and perform this Guaranty;
  - c. the execution, delivery, and performance by Guarantor of this Guaranty have been duly authorized by all necessary corporate action on the part of Guarantor;
  - d. this Guaranty has been duly executed and delivered and constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms;
  - e. neither the execution nor delivery of this Guaranty nor compliance with or fulfillment of the terms, conditions, and provisions hereof, will conflict with, result in a material breach or violation of the terms, conditions, or provisions of, or constitute a material default, an event of default, or an event creating rights of acceleration, termination, or cancellation, or a loss of rights under (1) [the certificate of incorporation or by-laws][certificate of limited partnership or partnership agreement][certificate of formation or limited liability company agreement] of Guarantor; (2) any judgment, decree, order, contract, agreement, indenture, instrument, note, mortgage, lease, governmental permit, or other authorization, right restriction, or obligation to which Guarantor is a party or any of its property is subject or by which Guarantor is bound; or (3) any federal, state, or local law, statute, ordinance, rule, or regulation applicable to Guarantor;
  - f. it now has and will continue to have full and complete access to any and all information concerning the transactions contemplated by the Project Documents or referred to therein, the financial status of the Design-Builder and the ability of the Design-Builder to pay and perform the Guaranteed Obligations;

- g. it has reviewed and approved copies of the Project Documents and is fully informed of the remedies WSDOT may pursue, with or without notice to the Design-Builder or any other Person, in the event of default of any of the Guaranteed Obligations;
  - h. it has made and so long as the Guaranteed Obligations (or any portion thereof) remain unsatisfied, it will make its own credit analysis of the Design-Builder and will keep itself fully informed as to all aspects of the financial condition of the Design-Builder, the performance of the Guaranteed Obligations of all circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations. Guarantor hereby waives and relinquishes any duty on the part of WSDOT to disclose any matter, fact, or thing relating to the business, operations, or conditions of the Design-Builder now known or hereafter known by WSDOT;
  - i. no consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any governmental WSDOT or any party to any contract, agreement, instrument, lease, or license to which Guarantor is a party or by which Guarantor is bound, is required for the execution, delivery, or compliance with the terms hereof by Guarantor, except as have been obtained prior to the date hereof; and
  - j. there is no pending or, to the best of its knowledge, threatened action, suit, proceeding, arbitration, litigation, or investigation of or before any Governmental Person which challenges the validity or enforceability of this Guaranty.
9. **Governing Law.** The validity, interpretation, and effect of this Guaranty are governed by and will be construed in accordance with the laws of the State of Washington applicable to contracts made and performed in such State and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by Federal law or are governed by the law of the jurisdiction of organization of the respective parties.
10. **Entire Document.** This Guaranty contains the entire agreement of Guarantor with respect to the transactions contemplated hereby, and supersedes all negotiations, representations, warranties, commitments, offers, contracts, and writings prior to the date hereof, written or oral, with respect to the subject matter hereof. No waiver, modification, or amendment of any provision of this Guaranty is effective unless made in writing and duly signed by WSDOT referring specifically to this Guaranty, and then only to the specific purpose, extent, and interest so provided.
11. **Severability.** If any provision of this Guaranty is determined to be unenforceable for any reason by a court of competent jurisdiction, it will be adjusted rather than voided, to achieve the intent of the parties, and all of the provisions not deemed unenforceable will be deemed valid and enforceable to the greatest extent possible.
12. **Notices.** Any communication, notice, or demand of any kind whatsoever under this Guaranty shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram, or telecopying (if confirmed in writing sent by registered

or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to WSDOT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

If to Guarantor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Either Guarantor or WSDOT may from time to time change its address for the purpose of notices by a similar notice specifying a new address, but no such change is effective until it is actually received by the party sought to be charged with its contents.

All notices and other communications required or permitted under this Guaranty which are addressed as provided in this Section 12 are effective upon delivery, if delivered personally or by overnight mail, and, are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

13. **Captions.** The captions of the various Sections of this Guaranty have been inserted only for convenience of reference and do not modify, explain, enlarge, or restrict any of the provisions of this Guaranty.
14. **Construction of Guaranty.** Ambiguities or uncertainties in the wording of this Guaranty will not be construed for or against any party, but will be construed in the manner that most accurately reflects the parties' intent as of the date hereof.
15. **No Waiver.** Any forbearance or failure to exercise, and any delay by WSDOT in exercising, any right, power, or remedy hereunder will not impair any such right, power, or remedy or be construed to be a waiver thereof, nor will it preclude the further exercise of any such right, power, or remedy.
16. **Bankruptcy. Reinstatement of Guaranty.** The obligations of Guarantor under this Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended, or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation, or arrangement of the Design-Builder or by any defense which the Design-Builder may have by reason of the order, decree, or decision of any court or administrative body resulting from any such proceeding. WSDOT is not obligated to file any claim relating to the Guaranteed

Obligations if the Design-Builder becomes subject to a bankruptcy, reorganization, or similar proceeding and the failure of WSDOT to so file will not affect Guarantor's obligations under this Guaranty.

17. **Attorneys' Fees.** Guarantor agrees to pay to WSDOT without demand reasonable attorneys' fees and all costs and other expenses (including such fees and costs of litigation, arbitration, and bankruptcy, and including appeals) incurred by WSDOT in enforcing, collecting, or compromising any Guaranteed Obligation or enforcing or collecting this Guaranty against Guarantor or in attempting to do any or all of the foregoing.
  
18. **Consent To Jurisdiction.** Guarantor and WSDOT agree that any action or proceeding to resolve a dispute between Guarantor and WSDOT concerning the interpretation, application or enforcement of the terms of this Guaranty may only be brought in the Superior Court of Thurston County, Washington pursuant to Washington Law. Guarantor and the WSDOT accepts for itself and in connection with ITS properties, generally and unconditionally, the jurisdiction of the aforesaid Court and waives any defense of forum non conveniens. If not a resident of the State of Washington, Guarantor must appoint and maintain an agent for service of process in the State of Washington.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

\_\_\_\_\_  
at \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BY:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FORM L**

**UTILITY CERTIFICATION**

(To be signed by authorized signatory(ies) of Proposer)

The undersigned certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that the Proposal Price does not contain any monies, funds, costs and/or amounts of any kind or nature for the payment of relocation of public or private utilities that are located in WSDOT right-of-way pursuant to franchise or permit. This certification does not apply in the case of a franchise or permit which contains a specifically designated right of reimbursement to the Utility Owner for utility relocation. In addition, this certification does not apply in the case of a utility relocation that is specifically identified as a line bid item in RFP Form B, Price Proposal.

Proposal documents that serve as a basis for the Proposal Price shall be subject to the Audit requirements of Section 1-09.12 of the Contract General Provisions.

A Proposal that does not include this certificate will be considered non-responsive.

The undersigned shall require that the language of this certificate be in all lower tier contracts including but not limited to contracts with Subcontractors, vendors, and suppliers.

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FORM M**  
**STIPEND AGREEMENT**  
**SR 520 Evergreen Point Floating Bridge and Landings Project**  
**Design-Build Request for Proposals**  
**Washington State Department of Transportation Project**

THIS STIPEND AGREEMENT (this “Agreement”) is made and entered into as of this \_\_\_\_\_, 2011, by and between the Washington State Department of Transportation (“Department”), \_\_\_\_\_, a \_\_\_\_\_, (“Proposer”), with reference to the following facts:

1. Proposer is one of the entities pre-qualified to submit Proposals for the SR 520 Evergreen Point Floating Bridge and Landings 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. Such work shall include, but is not limited to all ATC’s approved by WSDOT whether or not included in a Proposal. 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 amount of \$3,000,000.
- b. If Department awards the Contract to Proposer, Proposer will not be entitled to compensation hereunder.
- c. Payment will be owing hereunder only after receipt and approval of goods and services, and will be made within 45 Calendar Days after award of the Contract or the decision not to award a contract, 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, (ii) cancellation of the procurement, or (iii) expiration of the time period for award stated in the RFP, as the same may have been extended by Department pursuant to the terms of the RFP. Department will advise Proposer when said Contract is executed.
- d. This Agreement involves the submission of a Proposal by Proposer that must be received by the due date set forth in the RFP and determined responsive by Department as a condition of payment.

**4. Indemnities.**

- a. Subject to the limitations contained in Section 6 of the ITP, the Proposer shall indemnify, protect and hold harmless Department and its directors, officers, employees and contractors from, and Proposer shall defend at its own expense, all claims, costs, expenses, liabilities, demands, or suits at law or equity of, by or in favor of or awarded to any third party arising in whole or in part from the negligence or willful misconduct of Proposer or any of its agents, officers, employees, representatives or subcontractors or breach of any of Proposer's obligations under this Agreement.
- b. Furthermore, if any claim or suit is caused by or results from the concurrent negligence of Proposer or its agents, officers, employees or representatives, this indemnity provision shall be enforceable only to the extent of Proposer's negligence or the negligence of Proposer's agents, officers, employees, representatives or subcontractors.

**5. Compliance with Laws.**

- a. Proposer acknowledges that all written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to Department during this procurement process, excluding only the EPDs, are, upon their receipt by Department, the property of Department and are subject to the Washington Public Records Act.
- b. Proposer shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the work, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- c. Proposer covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinances, rules, and regulations as they relate to work performed under this Agreement. Proposer agrees to incorporate the provisions of this paragraph in any subcontract into

which it might enter with reference to the work performed pursuant to this Agreement.

**6. Early Termination.**

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

**7. Assignment.**

Proposer shall not assign this Agreement without Department's prior written consent. Any 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: \_\_\_\_\_

[insert Proposer's name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Washington State  
Department of Transportation**

# Subcontractor List

*Prepared in compliance with RCW 39.30.060 as amended*

## FORM O

### TO BE SUBMITTED WITH THE BID PROPOSAL

Project Name \_\_\_\_\_

**Failure to list subcontractors who are proposed to perform the work of HVAC (heating, ventilation and air conditioning), plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW, or naming more than one subcontractor to perform the same work will result in your bid being nonresponsive 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. The requirement to name the prime contract bidder's proposed HVAC, plumbing and electrical subcontractors applies only to proposed HVAC, plumbing, and electrical subcontractors who will contract directly with the prime contract bidder submitting the bid to the public entity.

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 \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
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Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
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\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidders are notified that in the opinion of the enforcement agency 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 or electric current is connected during the project.

A licensed electrical contractor must be listed to perform the work.

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**FORM R**

**Organizational Conflict of Interest Certification**

To be signed by authorized Proposer representative

**Name of Proposer** \_\_\_\_\_

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 \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

List Attachments by name of person or firm potentially conflicted:  
\_\_\_\_\_  
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**FORM S**

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

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**

\_\_\_\_\_

**SECTION Ib – Current Project Name and Scope of Work**

\_\_\_\_\_

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

\_\_\_\_\_

**SECTION II - Plan for Managing Potential Conflicts Of Interest**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_