


Alaskan Way Viaduct & Seawall Replacement Program




 U.S. Department of Transportation
Federal Highway Administration

 WSDOT

 King County

 Port
of Seattle

 City of Seattle

Design-Build Contract

Instructions to Proposers

Washington State Department of Transportation

SR 99 Bored Tunnel Alternative Design-Build Project

Conformed Request For Proposals
October 26, 2010

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- Form A Design-Build Proposal Form and Signature Page
- Form B Price Proposal
- Form C Upset Amount Determination
- Form D Contract Time/Milestone Completion Deadlines
- Form E Identification of Proposer, Guarantors, Major Participants, Earthwork Subcontractors, Structures Subcontractors and Each Subconsultant and Subcontractor Performing Percent or More of the Design-Build Work
- Form F Proposal Bond
- Form G Non-Collusion Declaration
- Form H Certification for Federal-Aid Contracts
- Form K Form of Guaranty
- Form M Stipend Agreement
- Form O WSDOT Form 271-015 Subcontractor List
- Form R Organizational Conflicts of Interest Certification
- Form S Organizational Conflicts of Interest – Disclosure and Avoidance/ Neutralization/Mitigation Plan
- Form T Deformation Mitigation Description

1 **1.0 GENERAL INFORMATION**

2 **1.1 INTRODUCTION**

3 The Washington State Department of Transportation (WSDOT) will use a two-phase process to select a
4 design-build contractor (Design-Builder) to deliver the SR 99 Bored Tunnel Alternative Design-Build
5 Project (the Project) described in the Contract. During the first phase of the procurement, WSDOT
6 determined the short list of Proposers for the Project based on Statements of Qualifications (SOQs) it
7 received in response to its Request for Qualifications (RFQ), dated September 15, 2009. This Request for
8 Proposal (RFP) is issued as part of the second phase of the procurement.

9
10 The RFP documents consist of the Instructions to Proposers (ITP); the form of Contract, which will be
11 conformed to include information based on the successful Proposer's Proposal and signed by WSDOT
12 and the Design-Builder; and certain other documents identified in Appendix A1 of the Technical
13 Requirements of this RFP.

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

23
24 **1.2 DEFINITIONS**

25 Capitalized terms used in the ITP and not otherwise defined herein, shall have the meanings set forth in
26 the Contract.

27
28 **1.3 COLLABORATION**

29 WSDOT expects a collaborative partnering work relationship among WSDOT, Design-Builder, its
30 Subcontractors and the City's representatives. The collaborative partnering process (hereinafter referred
31 to as "collaborative") is intended to draw on the strengths of each organization to help identify and
32 achieve mutual and reciprocal goals, including achieving completion of the Work on time, within budget
33 and in accordance with its intended purpose. A primary consideration in the collaborative process is the
34 prompt and equitable resolution of issues affecting the conduct of the Work, consistent with the rights and
35 responsibilities of the respective Parties under the Contract. WSDOT believes that Project objectives can
36 be best achieved through a collaboration that promotes and facilitates strategic planning, design, construction
37 and commissioning of the Project. The goal of the partnering process is to better manage overall risk to
38 the Project and to each Party to the Contract.

39
40 This collaborative approach recognizes that each Party's success is tied directly to the success of all other
41 members of the Project team and requires the Parties to: (1) organize and integrate their respective roles,
42 responsibilities and expertise; (2) identify and align their respective expectations and objectives; (3) commit to
43 open communications, transparent decision making, proactive and non-adversarial interaction, problem-
44 solving, and the sharing of ideas; (4) continuously seek to improve the project planning, design, and
45 construction processes; and (5) reasonably share both the risks and rewards associated with achieving the
46 Project objectives.

1.4 PROJECT OVERVIEW

The Project begins between S. Royal Brougham Way and Charles Street. The first 500 feet of the Project includes a depressed roadway (U-Section) that contains mainline SR 99 and southbound-off and northbound-on ramps. The portals for the ramps and mainline will be in the vicinity of Charles Street, leading into the South Cut-and-Cover Tunnel that extends approximately 1,000 feet and transitions from a side-by-side roadway to a stacked configuration at a bored tunnel that will begin immediately south of S. King Street under Alaskan Way. The roadway structure inside the Bored Tunnel will stack the roadways with two southbound lanes on the upper level and two northbound lanes on the lower level. At this location, the base of the Cut-and-Cover Tunnel will be approximately 90 feet below ground surface, while the top of the tunnel will be approximately 30 feet below ground surface. A South Tunnel Operations Building, located east of SR 99 between S. Dearborn Street and S. King Street, will provide ventilation as well as maintenance and operation capabilities. The lowest level of the building will be about 70 feet below ground surface.

There will be approximately 8,800 feet of bored tunnel. The Bored Tunnel will decline at a 4% grade passing under Alaskan Way, cross under the existing Alaskan Way Viaduct and follow a large radius curve beginning just south of S. Washington Street, then pass under Western Avenue to be parallel with First Avenue. The tunnel will reach a low point under Marion Street where the top of the tunnel will be about 120 feet below street level. The Bored Tunnel will then rise at a 2% grade to the north as it continues under First Avenue to near Stewart Street, where it will follow a large radius curve to the north and cross under the street grid of Seattle's Belltown neighborhood at a diagonal. The Bored Tunnel will reach a depth of 200 feet from the crown of the tunnel to the ground surface at Virginia Street. After a few hundred feet of 4% grade, the Bored Tunnel will transition back to a Cut-and-Cover Tunnel north of Thomas Street. The Cut-and-Cover Tunnel will begin to unbraid the stacked northbound and southbound roadways into a side-by-side configuration. Where the Bored Tunnel emerges at Thomas Street, the Cut-and-Cover excavation will be about 75 feet deep. There will be a North Tunnel Operations Building over the Cut-and-Cover Tunnel on the east side of Sixth Avenue N. between Thomas Street and Harrison Street. The lowest level of the building will be around 70 feet below ground surface. The North Cut-and-Cover Tunnel will be approximately 450 feet long with the portal at the Project limits on the north side of Harrison Street.

The entire tunnel will have continuous six-foot shoulders on the roadway's west side to maximize access to an enclosed emergency walkway along the west side of the tunnel (refer to Figure 1).

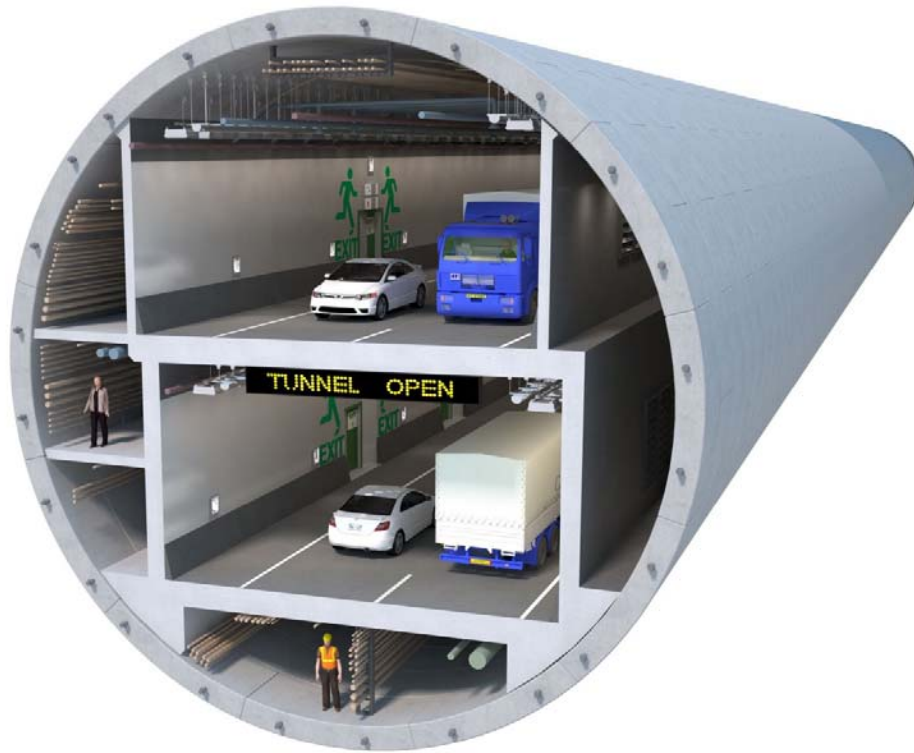


Figure 1. Conceptual Bored Tunnel Cross-Section

1.5 SCOPE OF WORK

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

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

1.5.1 BASIC CONFIGURATION

The Basic Configuration is defined in the Contract Appendix 2. The Proposal must be consistent with the Basic Configuration; subject only to such changes as may have been approved by WSDOT in accordance with the Alternative Technical Concepts (ATCs) process described in Section 2.10 of this ITP.

1 **1.5.2 CONCEPTUAL DESIGN AND REFERENCE DOCUMENTS**

2 The Reference Documents contained in the RFP, including the Conceptual Design, are provided for
3 informational purposes to assist the Proposers in preparing their Proposals. The Reference
4 Documents are not contractual and do not represent requirements binding on the Design-Builder
5 except as specifically provided in the Contract Documents. WSDOT makes no representation or
6 warranty as to the accuracy, adequacy, applicability, or completeness of the Reference Documents.
7 Except to the extent set forth to the contrary in the Contract, reliance upon the Reference Documents
8 shall be at the Proposer’s risk, and WSDOT shall have no liability or obligation as a result of the
9 inaccuracy, inadequacy, inapplicability, or incompleteness of the Reference Documents, regardless
10 of the contents thereof.

11
12 Each Proposer is responsible for reviewing the Conceptual Design in advance of submitting its
13 Proposal, for purposes of assessing their adequacy for meeting the Contract requirements, and
14 determining whether any changes are necessary or advisable. The Design-Builder shall be solely
15 responsible for Project design and construction in accordance with the Contract.

16
17 **1.5.3 UTILITY ADJUSTMENT**

18 Section 7.2 of the Contract and Section 2.10 of the Technical Requirements, together with any
19 documents referenced therein, set forth the rights and obligations of WSDOT, the Design-Builder
20 and any Utility Owner with respect to Utility Adjustment and Adjustment Costs. Price Proposals
21 shall be consistent with the requirements of Section 7.2 of the Contract.

22
23 **1.5.4 WSDOT PROJECT GOALS**

24 WSDOT is focused on safeguarding the reliability of the State’s transportation system in the event of
25 catastrophic failure, including construction of a bored tunnel to replace the aging Alaskan Way
26 Viaduct. The Project is intended to expedite the construction of an alternate four-lane tunnel facility
27 as part of an integrated program consisting of a number of projects to replace the Alaskan Way
28 Viaduct (Program). Having the tunnel ready and available for use is key to maintaining a safe
29 regional transportation system in a timely manner. It is WSDOT’s expectation that the Design-Builder
30 will design and construct the Project in consideration of WSDOT’s Project goals. Accordingly, the
31 process of evaluating and scoring the submitted Proposals will incorporate these goals.

32
33 WSDOT has established the following Project-specific goals for the successful Design-Builder:

- 34
35 • **Maintain Worker and Public Safety.** Provide a safety program that encourages and supports
36 safety as a core value, and promotes a goal of zero accidents for the public and workers.

- 37 • **On Time and Within Budget.** Achieve schedule milestones and leverage opportunities for
38 schedule enhancement to support the goal of opening the tunnel to traffic in late 2015 within
39 the available budget.

- 40 • **Proactive Planning and Execution.** Achieve well-planned Project development, start-up, and
41 execution through efficient collaboration, integrated risk management, and proactive
42 coordination with adjacent projects and contractors.

- 43 • **Minimize Ground Deformation.** Minimize Deformation and disruption of public and private
44 facilities by protecting adjacent properties, utilities and buildings through proactive
45 management of construction operations and monitoring systems.

- 1 • **Meet or Exceed Environmental Commitments.** Ensure compliance with all Project
2 requirements related to protection of natural, historic, and archaeological resources and the
3 public.
- 4 • **Quality.** Meet or exceed technical and operating quality requirements through development
5 and implementation of a quality management plan that is clear, comprehensive and considers
6 the whole life operation and maintenance of the Project.
- 7 • **Maximize Opportunities for Positive Community Impacts and Interaction.** Work with
8 WSDOT to engage in effective communications, public outreach and community involvement
9 to address Project impacts on, and opportunities for, individuals, businesses, neighborhoods
10 and other stakeholders.

11 1.5.5 VALIDITY PERIOD, NOTICE TO PROCEED

12 Proposals shall remain valid for 120 days after the Proposal Date. WSDOT anticipates that NTP 1
13 will be issued shortly after Contract execution, but WSDOT may defer issuance of NTP 1 for up to
14 30 days after Contract execution.

15 1.5.6 PROCUREMENT SCHEDULE

16 **Table 1-1. Procurement Schedule**

Action	Date
Issue Final RFP	May 26, 2010
ATC Submittal Deadline	September 30, 2010
Proposals Date	October 28, 2010
WSDOT Requests For Information (RFIs) to Proposers	November 12, 2010
Announce Apparent Best Value Proposer	To Be Announced
Estimated NTP 1 Date	January 25, 2011

18 1.5.7 STATUS OF NEPA REVIEW

19 WSDOT has prepared a draft and supplemental draft Environmental Impact Statement for the Project
20 in compliance with the State Environmental Policy Act (SEPA) and the National Environmental
21 Policy Act (NEPA). These documents can be found at the following WSDOT website:
22 <http://www.wsdot.wa.gov/Projects/Viaduct/library-environmental.htm#sdeis>. In the fall of 2010,
23 WSDOT will publish a second supplemental draft EIS for public comment that will focus on the
24 proposed Bored Tunnel Alternative, the subject of this RFP. In addition, the WSDOT Project team
25 is engaged in early coordination with all Federal, State, tribal, regional, and local agencies that have
26 permitting authority, special expertise, or interest in transportation projects. The issuance of the Final
27 EIS is scheduled for June 2011, and the issuance of the ROD, which completes the NEPA process, is
28 scheduled for July 2011. Therefore, the NEPA/SEPA documentation, Section 106 and Endangered
29 Species Act consultations, and environmental permits for the Project will not be completed prior to
30 the award of the contract. Because the NEPA process will not be complete prior to contract award,
31 WSDOT will be using a two phased Notice To Proceed to ensure that no commitments are made to
32

1 any alternative being evaluated in the NEPA process and that the comparative merits of all
2 alternatives presented in the NEPA document, including the no-build alternative, will be evaluated
3 and fairly considered. Since Federal regulations limit the amount and type of work that can be
4 performed prior to the completion of the NEPA process, the Proposers shall be familiar with the
5 regulations, limits, and shall comply with the intent of the law. Work that is authorized in the first
6 Notice to Proceed (NTP 1) will focus on preliminary design, investigations, and analysis necessary
7 to support the Final EIS, the Section 106 process, Endangered Species Act consultation, and
8 environmental permitting. Details regarding the types of work to be authorized under NTP 1 can be
9 found in TR Section 2.8. The second Notice to Proceed (NTP 2) will be authorized after the ROD
10 has been issued by the Federal Highway Administration. NTP 2 will be issued only if the final
11 NEPA documents, including the ROD, choose the Bored Tunnel Alternative as the selected
12 alternative. Upon the issuance of NTP 2, the Design-Builder shall commence NTP 2 Work, which
13 will generally consist of Final Design and construction. Under no circumstances shall the Design-
14 Builder commence Work on either the Final Design or construction until such time as FHWA has
15 issued the ROD and WSDOT issues NTP 2.

16
17 The NTP 1 phase of the Design-Build contract has value to FHWA and WSDOT because, among
18 other things, the work will assist in making an informed decision since the work done in NTP 1 is
19 expected to bring the Bored Tunnel Alternative to at least a similar level of design as the other
20 alternatives being analyzed or compared in the FEIS and ROD.
21

22 **1.5.8 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS**

23 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to this Project.
24

25 **1.5.8.1 DBE GOALS**

26 WSDOT has established a DBE goal in the amount of 8% percent of the Contract Price.
27

28 **1.5.8.2 DBE PERFORMANCE PLAN**

29 To be eligible for award of the Contract, each Proposer must submit a DBE Performance Plan, to
30 be included in Appendix A, as part of its responsive Proposal. The DBE Performance Plan shall
31 reflect the Design-Builder's good faith efforts to achieve the DBE goal, and is considered a
32 condition for the selection of a successful Proposer.
33

34 The DBE Performance Plan is a pass/fail factor. Failure to achieve a "pass" rating on this
35 pass/fail factor shall result in the Proposal being declared non-responsive and the Proposer being
36 disqualified.
37

38 To receive a "pass" rating on this factor, the DBE Performance Plan must satisfy the following
39 requirements:
40

- 41 A. The DBE Performance Plan shall include a detailed description of the Design-Builder's
42 good faith efforts for achieving the DBE goal.
- 43 B. The DBE Performance Plan shall document how the Proposer will obtain sufficient
44 DBE participation to meet the DBE goal.

1 Good faith efforts include, but are not limited to, the following:
2

- 3 A. Attendance at any pre-solicitation or pre-Proposal meetings scheduled by WSDOT to
4 inform DBEs of contracting, subcontracting, or material supply opportunities available
5 on the Project;
- 6 B. Selection of specific, economically-feasible work units of the Project to be performed
7 by DBEs in order to increase the likelihood of participation by DBEs, even if the
8 Proposer prefers to self-perform the work units;
- 9 C. Advertising in general circulation, minority trade association, and trade-oriented,
10 women-focused publications, that focus on subcontracting or supply opportunities;
- 11 D. Providing written notice to a reasonable number of specific DBEs, identified from the
12 Office of Minority and Women's Business Enterprises (OMWBE) Directory of
13 Certified Firms for the selected subcontracting or material supply work, in sufficient
14 time to allow the enterprises to participate effectively;
- 15 E. Follow-up of initial solicitations by contacting the DBEs to determine with certainty
16 whether or not they are interested. Documentation of this kind of action shall include
17 the information outlined below:
- 18 1) The names, addresses, telephone numbers of DBEs who were contacted; the
19 dates of initial contact; and whether initial solicitations were followed-up to
20 determine with certainty whether or not the DBEs were interested;
- 21 2) A description of the information provided to the DBEs regarding the plans,
22 specifications, and estimated quantities for portions of the Work to be
23 performed;
- 24 3) Documentation of each DBE contacted, but rejected, and the reasons for that
25 rejection;
- 26 4) Providing to interested DBEs, adequate information about the plans,
27 specifications and requirements for the selected subcontracting or material
28 supply work;
- 29 5) Negotiating in good faith with the DBEs, and not without justifiable reason,
30 rejecting as unsatisfactory bids that are prepared by any DBE;
- 31 6) Advertising and making efforts to obtain DBE participation that were
32 reasonably expected to produce a level of participation sufficient to meet the
33 DBE goal;
- 34 7) Making any other efforts to obtain DBE participation that were reasonably
35 expected to produce a level of participation sufficient to meet the DBE goal;
- 36 8) Using the services of minority community organizations; minority contractor
37 groups; local, State, and Federal minority business assistance offices; other
38 organizations identified by WSDOT; and advocates for disadvantaged,
39 minority, and women-owned businesses who provide assistance in the
40 recruitment and placement of disadvantaged, minority, and women-owned
41 business enterprises; and

1 2. Is or might be otherwise impaired in its objectivity in performing the contract work; or

2 3. Has an unfair competitive advantage.

3 The integrated nature of the design-build project delivery method creates the potential for Organizational
4 Conflicts of Interest. Disclosure, evaluation, neutralization, and management of these conflicts and of the
5 appearance of conflicts, is in the interests of the public, WSDOT, and the consulting and construction
6 communities.

7
8 WSDOT will take steps to ensure that individuals involved in the preparation of the procurement package,
9 evaluation of SOQs and Proposals, and Design-Builder selection are not influenced by organizational
10 conflicts of interest, and that no Proposer is given an unfair competitive advantage over another.

11
12 Attention is directed to the requirement for disclosure of organizational conflicts of interest set forth in
13 23 CFR Section 636.116(a)(2), WSDOT Secretary's Executive Order E-1059.00, and WSDOT
14 Organizational Conflicts of Interest Manual (M 3043).

15
16 Proposers are required to disclose all relevant facts concerning any past, present, or currently planned
17 interests, activities, or relationships which may present an organizational conflict of interest. Proposers
18 shall state how their interests, activities, or relationships, or those of the chief executives, directors, key
19 Project personnel, or any proposed Consultant, Subconsultant at any tier, Contractor, or Subcontractor at
20 any tier may result, or could be viewed as, an organizational conflict of interest prior to or in the Proposal,
21 in accordance with Secretary's Executive Order E-1059 and WSDOT Organizational Conflicts of Interest
22 Manual (M 3043). Proposers shall submit the Organizational Conflicts of Interest Certification and
23 Organizational Conflict of Interest Disclosure and Avoidance/Neutralization Plans (Forms R and S of
24 this ITP).

25
26 If an Organizational Conflict of Interest is determined to exist, WSDOT may, at its sole discretion, offer
27 the Proposer the opportunity to avoid or neutralize the Organizational Conflict of Interest; disqualify the
28 Proposer from further participation in the procurement; cancel this procurement; or, if award has already
29 occurred, declare the Proposal non-responsive and award the contract to the next responsive best value
30 Proposer, or cancel the Contract. If the Proposer was aware of an Organizational Conflict of Interest prior
31 to award of a Contract and did not disclose the conflict to WSDOT, WSDOT may terminate the Contract
32 for default.

33 34 **2.2 WSDOT CONSULTANT/TECHNICAL SUPPORT**

35 WSDOT has retained the consulting firms of Hatch Mott MacDonald, Parsons Brinckerhoff, Jacobs
36 Engineering, Shannon & Wilson, Parametrix, HDR, Magnusson & Klemencic Associates, KPFF,
37 Coughlin Porter Lundeen, NBBJ, EnviroIssues, Anchor QEA, LLC, Northwest Archaeological
38 Associates, Durand Environmental and Nossaman LLP, as well as the members of the Strategic Technical
39 Advisory Team that consists of Brenda Bohlke, John Reilly, Gregg Korbin, Harvey Parker, Dwight
40 Sangrey, Walter Mergelsberg, and Janette Keiser. Each of these firms and all employees of these firms
41 are prohibited from joining any Submitter's or Proposer's team or otherwise assisting any Submitter or
42 Proposer in connection with the procurement process.

43 44 **2.3 CONFIDENTIALITY DURING EVALUATION AND SELECTION PROCESS**

45 Subject to applicable law, WSDOT will use reasonable efforts to maintain confidentiality during the
46 Proposal process. The foregoing shall not preclude WSDOT from using, in its sole discretion, ideas
47 contained in the Proposals of any unsuccessful Proposer, subject to WSDOT's payment of the Stipend in
48 accordance with Section 6.0 of this ITP.

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2.4 EXAMINATION OF RFP

Each Proposer shall be solely responsible for reviewing and examining, with appropriate care, all documents included in the RFP, including any supplements, addenda, and clarification notices issued by WSDOT; requesting an explanation or interpretation of any discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision that the Proposer fails to understand; and investigating and informing itself of any and all Project conditions and circumstances that may in any way affect the contents of the Proposal or the performance of the Work after Contract award. The Proposer bears the risk of all consequences of any failure to thoroughly investigate all relevant Project and Project site conditions and circumstances as described herein.

2.5 MANDATORY STANDARDS

WSDOT has identified in certain sections of the Technical Requirements Mandatory Standards that apply to the design and construction of those elements of the Work. WSDOT recognizes the unique nature of certain elements of the Work, such as the unique characteristics of the bored tunnel, and WSDOT desires efficient and cost effective execution of the Work. In consideration of these facts, WSDOT encourages Proposers to identify opportunities for the use of design and construction standards not listed that would maintain the quality of the design and construction but may be more specifically applicable to the Work. Where such opportunities are identified, WSDOT invites Proposers to submit suggested changes to the Mandatory Standards in accordance with ITP Section 2.6. WSDOT will consider all such suggestions and will issue addenda as appropriate.

2.6 COMMUNICATIONS

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

Brian Nielsen, P.E., Project Engineer
Alaskan Way Viaduct and Seawall Replacement Program Office
Washington State Department of Transportation
999 Third Avenue, Suite 2424
Seattle, WA 98104-4019
Telephone: (206) 267-6847
E-mail: nielseb@wsdot.wa.gov

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

Proposals shall be submitted to Dave Mariman in accordance with Section 3.1 of this ITP.

2.7 SUBMISSION OF PROPOSER QUESTIONS

Any Proposer questions regarding a perceived discrepancy, deficiency, ambiguity, error, or omission contained in the RFP documents, or of any provision that the Proposer otherwise fails to understand regarding the RFP documents or the Project, must be submitted by e-mail to WSDOT's Representative by the deadline for questions set forth in Section 1.5 of this ITP. Requests for clarification or interpretation must specifically reference the sections and the page numbers of the RFP documents, unless such request is of a general application. Telephone requests will be accepted provided that the requests are followed

1 by an e-mail to WSDOT's Representative at the address specified above. WSDOT will provide responses
2 to questions as described below.
3

4 **2.8 RFP ADDENDA AND RESPONSES TO QUESTIONS**

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

7
8 <http://www.wsdot.wa.gov/biz/contaa/DESIGNBUILDCONTRACTS/SR99AWVBoredtunnel/DEFAULT>
9 [.HTM](http://www.wsdot.wa.gov/biz/contaa/DESIGNBUILDCONTRACTS/SR99AWVBoredtunnel/DEFAULT)

10
11 WSDOT will provide written responses via e-mail to all Proposers regarding questions received in
12 accordance with this Section, and the questions and answers will also be posted on WSDOT's Contract
13 Ad & Award Web site at:

14
15 <http://www.wsdot.wa.gov/biz/contaa/DESIGNBUILDCONTRACTS/SR99AWVBoredtunnel/DEFAULT>
16 [.HTM](http://www.wsdot.wa.gov/biz/contaa/DESIGNBUILDCONTRACTS/SR99AWVBoredtunnel/DEFAULT)

17
18 Notwithstanding the foregoing, WSDOT will communicate with each Proposer on a one-on-one basis
19 with regard to questions regarding ATCs that WSDOT determines are appropriate for confidential
20 communications.

21
22 A final set of questions and answers will be compiled and distributed prior to the Proposal Date.
23 Responses to questions are not considered part of the Contract, and shall not be relevant in interpreting
24 the Contract, except as they may clarify provisions otherwise considered ambiguous. WSDOT reserves
25 the right to rephrase or consolidate questions as it deems appropriate.
26

27 If WSDOT determines, in its sole discretion, that any interpretation or clarification resulting from the
28 question and answer process requires a change in the RFP documents, WSDOT will issue an Addendum
29 making such change. WSDOT will not be bound by, and the Proposer shall not rely on, any oral
30 communication or representation regarding the RFP documents, or any written communication except to
31 the extent that it is an Addendum to this RFP and is not superseded by a later Addendum to this RFP, and
32 except to the extent provided above regarding responses to questions.
33

34 **2.9 SITE ACCESS**

35 Prior to award of the Contract, if the Proposer determines that field investigations are necessary in order
36 to properly prepare its Proposal, the Proposer shall request site access from WSDOT prior to performing
37 any field investigations. For investigations within the lanes or shoulders of SR 99, the Proposer shall
38 obtain an Application for General Permit and/or an Application for Survey Permit from WSDOT.
39 Applicable forms shall be submitted to WSDOT for approval at least 7 Calendar Days in advance of the
40 requested field investigation date.
41

42 The Proposer shall coordinate with WSDOT and the City of Seattle to determine if traffic control is
43 necessary. Proposed Maintenance of Traffic Plans shall be submitted for approval a minimum of
44 7 Calendar Days in advance, and include the hours and days personnel will be on site. As guidance,
45 Section 2.22 of the Technical Requirements provides the allowable Contract work hours and lane closure
46 times.
47

2.10 GEOTECHNICAL INFORMATION

2.10.1 GEOTECHNICAL REPORTS

WSDOT has conducted preliminary geotechnical investigations, the results of which are set forth in the Geotechnical and Environmental Data Report (GEDR), the Geotechnical Baseline Report (GBR), and the Environmental Baseline Report (EBR), included in the RFP Technical Requirements as Appendix G2, Appendix G1 and E6, respectively. Each Proposer is solely responsible for reviewing, analyzing, and drawing its own conclusions from the GEDR, GBR and EBR. To the extent not consumed by testing, soil samples obtained to develop the Geotechnical and Environmental Data Report are available for viewing in the WSDOT facility located at 1051 First Avenue S., Seattle, Washington. The Proposers are responsible for determining and obtaining any additional geotechnical information as may be necessary or appropriate in developing their Proposals.

2.10.2 SUPPLEMENTAL BORING PROGRAM

INTENTIONALLY OMITTED

2.10.3 ADDITIONAL GEOTECHNICAL INVESTIGATION AND ANALYSIS

Prior to award of the Contract, if the Proposer determines that additional geotechnical or subsurface investigations are necessary to properly prepare its Proposal, it is the responsibility of the Proposer to perform such investigation and analysis at its sole expense. Prior to performing any field investigations, the Proposer shall obtain site access approval as detailed in Section 2.9 of this ITP. Such requests for investigations may take place at any time before or after submission of the Proposal. All subsurface investigations, including sampling and laboratory testing, shall be performed in accordance with the WSDOT Geotechnical Design Manual, the 1988 AASHTO Manual on Subsurface Investigations, AASHTO standards, and ASTM standards.

2.11 ALTERNATIVE TECHNICAL CONCEPTS

To be considered, a proposed ATC must be submitted to WSDOT no later than 4:00 pm Pacific Time on the date set forth in Section 1 of this ITP. This deadline does not apply to revised submissions in response to WSDOT's comments. Each ATC submittal package shall consist of an original and two copies, and shall address all of the following elements:

- Brief Description (or Title): A few words identifying the ATC, for future reference;
- Detailed description: A detailed description and schematic drawings of the configuration of the ATC or other appropriate descriptive information including, if appropriate, product details, and specifications;
- Usage: A description of where and how the ATC would be used on the Project;
- Subsurface Investigation: Describe Proposer's plan for conducting and completing a pre-Proposal geotechnical investigation, if applicable;
- Proposed RFP modifications: References to all requirements of the RFP that are modified by the proposed ATC with an explanation of the nature of the modification from said requirements and a request for approval of such modifications;

- 1 • Design Deviations: If the ATC requires “design deviation(s)” as defined in Section 330.03 of
2 the WSDOT Design Manual, the submittal package shall include documentation for the
3 design deviation(s) which conforms to the WSDOT Design Manual and is in the same format
4 as the Pre-approved Design Deviations included in the RFP. No design deviation shall be
5 incorporated into an ATC without receiving WSDOT approval, and FHWA approval as
6 applicable.
- 7 • Analysis: An analysis justifying use of the ATC and demonstrating how the project with the
8 ATC is “equal or better” than the project without the ATC. The “equal or better” analysis
9 shall address the following:
- 10
- 11 (1) Functionality, which when appropriate shall require a traffic operational analysis;
- 12 (2) Structural adequacy;
- 13 (3) Safety;
- 14 (4) Comparison of life cycle costs including repair and maintenance;
- 15 (5) Aesthetics;
- 16 (6) Impacts on construction traffic;
- 17 (7) Effect on or changes to environmental commitments identified in the RFP;
- 18 (8) Impacts to surrounding and adjacent communities;
- 19 (9) Changes needed in the location, length, height, or number of noise walls;
- 20 (10) Impact on utilities and rail;
- 21 (11) Discussion of additional right of way or easements required;
- 22

23 The ATC shall not include any information indicating the effect that approval of the ATC will have
24 on the Total Proposal Price.

25

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

30

31 **2.11.1 PRE-PROPOSAL SUBMITTAL OF ATCs**

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

38

39

40 Although WSDOT reserves the right in its sole discretion to reject any ATC, ATC’s specifically not
41 eligible for approval include the following:

42

- 43 1. ATCs that are, in WSDOT’s sole discretion, deemed not to provide a project that is
44 “equal or better” on an overall basis than the project would be without the ATC.
- 45
- 46 2. Any ATC that would require excessive time or cost for WSDOT review, evaluation, or
47 investigation.
- 48

49 In order to be approved, an ATC must be deemed, in WSDOT’s sole discretion, to provide a project
50 that is “equal or better” on an overall basis than the project would be without the proposed ATC.

1 Potential changes to the Total Proposal Price will not be considered by WSDOT in the “equal or
2 better” determination.
3

4 **2.11.2 WSDOT RESPONSE**

5 WSDOT will respond to all ATCs within 14 calendar days of ATC receipt, provided that WSDOT
6 has received all requested information regarding the ATC. The format for response should include
7 the ATC number, brief description, and shall be limited to one of the following:
8

- 9 1. The ATC is approved;
- 10 2. The ATC is not approved;
- 11 3. The ATC is not approved in its present form, but may be reconsidered for approval upon
12 satisfaction, in WSDOT’s sole discretion, of certain identified conditions that must be
13 met or certain clarifications or modifications that must be made as described hereunder.
14 The proposer shall not have the right to incorporate this ATC into the Proposal unless and
15 until the ATC has been resubmitted within the time limits in the ITP, with the conditions
16 stated below satisfied, and WSDOT has unconditionally approved the revised the ATC;
17 or
18
19
20
21 4. The submittal does not qualify as an ATC but appears eligible to be included in the
22 Proposal without an ATC (i.e., the concept appears to conform to the Basic Configuration
23 and to be consistent with other contract requirements).
24

25 WSDOT approval of an ATC extends solely to the information contained in the ATC submittal.
26

27 **2.11.3 INCORPORATION INTO PROPOSAL**

28 The Proposer may include any or all approved ATC’s in its Proposal. The Total Proposal Price shall
29 reflect any incorporated ATC’s. Except for incorporating approved ATC’s, the Proposal shall not
30 otherwise contain exceptions to or variations from the requirements of the RFP. If WSDOT
31 responded to an ATC by stating that certain conditions must be met prior to granting approval, the
32 Proposer shall not have the right to incorporate the ATC into the Proposal unless and until the ATC
33 has been timely resubmitted with the conditions satisfied and WSDOT has approved the ATC in
34 writing. Once an ATC has been approved, only the entire ATC is eligible for inclusion into the
35 Proposal. The inclusion of partial ATCs into a Proposal is not allowed.
36

37 WSDOT’s geotechnical investigation and subsurface utilities investigation conducted for this Project
38 and included in the RFP were based on the WSDOT Conceptual Design and Basic Configuration.
39 Therefore, the geotechnical information and subsurface utilities information provided in the RFP
40 may or may not be an adequate, complete or accurate representation of the suitability of site
41 conditions for the incorporation of an approved ATC.
42

43 Consequently, with respect to geotechnical investigations, the Proposer is responsible for conducting
44 its own geotechnical investigation prior to the Proposal due date, for changes to the Conceptual
45 Design or Basic Configuration, if any, that are approved as part of an ATC. Proposer’s geotechnical
46 investigation shall comply with the requirements of the WSDOT Geotechnical Design Manual.
47 When conducting the geotechnical investigation, Design-Builder may take into consideration the
48 geotechnical information provided in the RFP to supplement its analysis to the extent that said
49 information meets the investigation requirements of the Geotechnical Design Manual as applied to

1 the Design-Builder's design addressed in the approved ATC. The Proposer's pre-proposal
2 geotechnical investigation will form the basis upon which differing site conditions will be addressed
3 under the Contract for Work implemented as part of an ATC. Failure of the Proposer's investigation
4 to meet the Geotechnical Design Manual standard will result in the Proposer assuming all
5 geotechnical risks in terms of both cost and time associated with the Work addressed in the ATC.
6

7 With respect to subsurface utilities, WSDOT has performed preliminary investigations of existing
8 Utilities as set forth in TR Section 2.10. The Proposer is responsible for conducting its own
9 investigation relating to all Utilities, potentially affected by an ATC, located outside of the
10 investigation areas identified in the Utility Information.
11

12 **2.12 CHANGE IN PROPOSER'S ORGANIZATION**

13 If a Proposer wishes to change its form of organization from that described in its SOQ, or if it wishes to
14 add or remove any Major Participant or Key Personnel (as such terms are defined in the RFQ) from those
15 identified in the SOQ, the Proposer shall obtain written approval of the change from WSDOT's Representative
16 prior to submitting its Proposal. To qualify for WSDOT's approval, the written request must document
17 that the proposed change will be equal to or better than the Major Participant or Key Personnel identified
18 in the SOQ. The written request for substitution of Key Personnel shall include a resume and reference
19 contacts equivalent to those required by the RFQ. WSDOT is under no obligation to approve such
20 requests and may approve or disapprove a portion of the request or the entire request at its sole discretion.
21

22 **2.13 WITHDRAWAL OF PROPOSAL**

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

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

26 The original Proposal may be revised and resubmitted as the official Proposal if WSDOT receives the
27 revised Proposal before the Proposal Date.
28

29 Any attempt by a Proposer to withdraw its Proposal after the time due on the Proposal Date, regardless of
30 whether WSDOT requests a Best and Final Offer (BAFO), will result in a draw by WSDOT upon the
31 Proposal Bond.
32

33 **2.14 WSDOT'S RIGHTS**

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

- 35 • Appoint evaluation committees to review Proposals;
- 36 • Investigate the qualifications of any Proposer;
- 37 • Seek or obtain data from any source related to the Proposals;
- 38 • Require confirmation of information furnished by a Proposer;
- 39 • Hold meetings and conduct discussions and correspondence with the Proposers to seek an
40 improved understanding and evaluation of the responses to this RFP;
41

- 1 • Require additional information from a Proposer concerning its Proposal;
- 2 • Seek and receive clarifications to a Proposal;
- 3 • Require additional evidence of qualifications to perform the Work;
- 4 • Modify the RFP process;
- 5 • Waive minor deficiencies and irregularities in a Proposal;
- 6 • Reject any or all of the Proposals;
- 7 • Cancel, modify, or withdraw the RFP;
- 8 • Issue a new RFP;
- 9 • Issue a request for BAFOs;
- 10 • Terminate/suspend the evaluation/procurement;
- 11 • Cancel a Contract signed by the Apparent Best Value Proposer but not yet executed by
12 WSDOT; and
- 13 • Not issue Notice to Proceed after execution of the Contract.
- 14 • Exercise any other right reserved or afforded to WSDOT under the ITP or applicable Law.

15 The RFP does not commit WSDOT to enter into a Contract or proceed with the procurement described
16 herein. Other than the right to receive a Stipend as described in Section 6.0 of this ITP, no unsuccessful
17 Proposers shall be entitled to reimbursement of its costs in connection with the RFP.

18
19 **2.15 EXECUTION OF CONTRACT PRIOR TO COMPLETION OF THE NEPA**
20 **PROCESS**

21 The NEPA documentation and environmental permits for the project will not be completed prior to
22 Contract execution. In conformance with 23 CFR 636.109(c), WSDOT is required to receive prior FHWA
23 concurrence before awarding a Design-Build contract and before the Design-Builder is allowed to
24 proceed with preliminary design work under the Design-Build contract.

25
26 WSDOT will use a two phased Notice to Proceed for the Project (NTP 1 and NTP 2). The purpose of this
27 two phased process is to ensure that no commitments are made to any alternative being evaluated in the
28 NEPA process prior to the processes' conclusion. To that end, WSDOT will continue to investigate the
29 comparative merits of all alternatives presented in the NEPA document, including the no-build
30 alternative, all of which will be evaluated and fairly considered.

31
32 WSDOT anticipates that NTP 1 will be issued shortly after Contract execution, but WSDOT may defer
33 issuance of NTP 1 for up to 30 days after Contract execution. NTP 1 will authorize the Design-Builder to
34 proceed with NTP 1 Work consistent with FHWA's design-build rule and NEPA. Details regarding the
35 types of work to be authorized under NTP 1 can be found in TR Section 2.8.

36

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

6
7 NTP 2 will be issued only if the final NEPA documents, including the ROD, choose the Bored Tunnel
8 Alternative as the Selected Alternative. Upon the issuance of NTP 2, the Design-Builder shall commence
9 NTP 2 Work, which will generally consist of Final Design and construction. Under no circumstances
10 shall the Design-Builder commence Work on either the Final Design or construction until such time as
11 FHWA has issued the ROD and WSDOT issues NTP 2.

12
13 In the event that the Record of Decision (ROD) results in selection of either the “no-build” alternative or a
14 build alternative different from the Bored Tunnel Alternative, the Contract will be terminated for
15 convenience and the Design-Builder will be paid for the NTP 1 Work pursuant to the Contract, and the
16 design-builder will not be entitled to any further compensation.

17 18 **2.16 ANNOUNCE APPARENT BEST VALUE**

19 The public opening of the sealed Price Proposal and announcement of Apparent Best Value is scheduled
20 for 11:00 a.m. Pacific Time on the date set forth in Section 1.5 of this ITP in the Transportation Building
21 Commission Board Room, 1st Floor, Transportation Building, 310 Maple Park Avenue, Olympia, WA
22 98504.

23 24 **2.17 AWARD OF CONTRACT**

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

30 31 **2.18 BONDS**

32 **2.18.1 PROPOSAL BOND**

33 Each Proposer shall submit a Proposal Bond with its Proposal in the amount of five percent of the
34 Proposal Price, issued by a Surety meeting the requirements stated below. Alternatively, Proposers
35 may submit cash, or a certified check or cashier’s check, payable to WSDOT in this amount.
36 Proposal Bonds shall be issued in the form of Form F (Proposal Bond) of this ITP, and shall be
37 signed by the Surety. A Proposal Bond shall not be conditioned in any way to modify the minimum
38 five percent required.

39
40 Proposals that fail to include a Proposal Bond or cash deposit in compliance with this Section shall
41 be deemed non-responsive, and will be rejected by WSDOT.

42 43 **2.18.2 CONTRACT BONDS**

44 The Proposal shall include a commitment letter from a Surety meeting the requirements stated
45 below, and agreeing to issue Contract Bonds in accordance with Article 19 of the Contract. If
46 multiple Surety letters are provided, the Proposal shall identify which Surety will be the lead Surety.

1 The commitment letter may not include conditions, qualifications, or reservations for underwriting or
2 otherwise, other than a statement that the commitment is subject to award of the Contract to the
3 Proposer within the time specified in Section 2.16 of this ITP.

4
5 The Contract Bonds are intended to provide protection to WSDOT for the Design-Builder's
6 obligations with respect to the construction and post-construction phases of the Project, and to meet
7 the requirements of RCW 39.08, et al.
8

9 **2.18.3 SURETY QUALIFICATIONS**

10 Bonds must be issued by a Surety with a Best's rating of at least "A-" or better and Financial Size
11 Category of "IX" or better by A.M. Best Co. The Surety shall be registered with the Washington
12 State Insurance Commissioner, and shall appear on the current Authorized Insurance List in the State
13 of Washington published by the Office of the Insurance Commissioner.
14

15 **2.19 EXECUTION OF CONTRACT**

16 Within 20 Calendar Days after award of the Contract, the successful Proposer shall return the signed
17 Contract prepared by WSDOT, together with the insurance certification, Contract Bond, and any other
18 pre-award information required by the Contract.
19

20 Until WSDOT executes a Contract, no Proposal shall bind WSDOT.
21

22 If the Proposer experiences circumstances beyond its control that prevents execution of the Contract
23 within 20 Calendar Days after award, WSDOT may, at its discretion, grant up to a maximum of 20 additional
24 Calendar Days for return of the executed Contract, provided WSDOT deems the circumstances warrant it.
25

26 **2.20 FAILURE TO EXECUTE CONTRACT**

27 Failure to return the insurance certification, Contract Bond, or other pre-award information required by
28 the Contract with the signed Contract, or failure or refusal to sign the Contract, shall result in a call upon
29 the Proposal Bond or forfeiture of the deposit in lieu of a Proposal Bond. If this should occur, WSDOT
30 may then award the Contract to the second Best Value Proposer or reject all remaining Proposals. If the
31 second Best Value Proposer fails to return the required documents as stated above within the time provided
32 after award of the Contract, the Contract may then be awarded successively in a like manner to the remaining
33 Best Value Proposers until the above requirements are met or the remaining Proposals are rejected.
34

35 **2.21 RETURN OF PROPOSAL DEPOSIT**

36 When Proposals have been examined and corrected as necessary, Proposal Bonds and deposits accompanying
37 Proposals ineligible for further consideration will be returned. All other Proposal Bonds and deposits will be
38 held until the Contract has been properly executed. When the Contract has been properly executed, all
39 remaining deposits or Proposal Bonds, except those subject to forfeiture, will be returned.
40

3.0 PROPOSAL CONTENT, FORMAT AND DELIVERY

3.1 SUBMITTAL REQUIREMENTS

3.1.1 DUE DATE, TIME AND LOCATION

Sealed Proposals must be submitted at one of the following locations prior to 1:00 p.m. Pacific Time, on the Proposal Date set forth in Section 1.5, Table 1-1, in this ITP:

- **Via U.S. Mail:** WSDOT will consider notification of Proposal receipt by the Mail Room as the actual receipt of the Proposal.

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

- **Via Courier or Hand-Delivered:** Proposals delivered in person will be received only at the Contract Ad & Award Office, Room SA19.

Washington State Department of Transportation
Contract Ad & Award Office
Transportation Building, Room SA19
310 Maple Park Avenue SE
Olympia, WA 98504-7360

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

3.1.2 CONTENTS OF THE PROPOSAL

The Proposal shall contain the sections listed in Table 3-1 below, and shall respond fully to all applicable requirements of the RFP. The Proposal shall be a concise presentation of the approach to the Project without the inclusion of ancillary or non-critical detail.

Table 3-1. Contents of the Proposal

TECHNICAL PROPOSAL (Sections 1-6 and Appendices A-E)
Section 1 - Executive Summary
Section 2 – Proposer’s Approach to Management of the Project
Project Management Approach
Organizational Structure and Key Personnel
Subcontractor and Labor Management Approach
Quality Management Approach
Risk Management Plan

TECHNICAL PROPOSAL (Sections 1-6 and Appendices A-E)
Section 3 – Preliminary Baseline Contract Schedule
Section 4 – Tunnel Roadway Clearance Envelope
Section 5 – Excavation and Support of the Bored Tunnel and Management of Ground Deformation Impacts
Geotechnical Design Assumptions and Design Parameters for the Bored Tunnel
TBM Design and Operations
TBM Maintenance Plan
Deformation Mitigation
Structures and Utility Deformation Assumptions and Design Parameters
Measures to Manage Deformation
Section 6 – Design and Construction, Except Tunneling
Proposed Design Plans and Details
Construction Phasing and Staging
Geotechnical Design Assumptions and Design Parameters Not Related to Tunneling
Cut-and-Cover Tunnel Design and Construction
Bored Tunnel Interior Design and Construction
Tunnel Operations Buildings
Appendix A – Proposer Information and Certifications
Form A (Design-Build Proposal Form and Signature Page)
Form D (Contract Time/Milestone Completion Deadlines)
DBE Performance Plan
Employment Plan
Form E (Identification of Proposer, Guarantors, Major Participants, Earthwork Subcontractors, Structures Subcontractors, and Each Subconsultant and Subcontractor Performing 20 Percent or More of the Design-Build Work)
Form G (Non-Collusion Declaration)
Form H (Certification of Federal-Aid Contracts)
Description of Legal Structure
Joint and Several Liability Letter
Form K (Form of Guaranty)

TECHNICAL PROPOSAL (Sections 1-6 and Appendices A-E)
Evidence of Authorization - Powers of Attorney
Information and Work Site Certification
Certification Regarding Changes to Key Personnel and Major Participants
Certification Regarding Right of Way
Form M (Stipend Agreement)
Form O (WSDOT Form 271-015 Subcontractor List)
Form R (Organizational Conflicts of Interest Certification)
Form S (Organizational Conflicts of Interest – Disclosure and Avoidance/Neutralization/Mitigation Plan)
Appendix B – Resumes (limited to 3 pages per person)
Appendix C – Approved ATCs
Appendix D – Plans and Technical Data
Appendix E – Proposer’s Approach to Minimizing Tunneling Impacts on Structures and Utilities (Form T, Deformation Mitigation Description, if used)
PRICE PROPOSAL (Section 7)
Section 7 - Price Proposal
Part I - Price Proposal
Form B (Price Proposal Form)
Form F (Proposal Bond)
Letters from Sureties
Part II - Upset Amount Determination
Form C (Upset Amount Determination)

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13

3.1.3 FORMAT

All information in the Proposal shall be submitted on 8.5-inch by 11-inch paper, except charts, exhibits, and other illustrative and graphical information, which may be submitted on 11-inch by 17-inch paper. Folding of the paper to 8.5-inch by 11-inch size, with the title block showing, is acceptable but not mandatory.

Text for the Proposal narrative technical sections shall use Times New Roman font, 12 point type. No text, charts, tables, graphical information, or other substantive content shall be printed within 0.75 inches of any page edge. Any other materials shall be presented in a readable format. The organization chart must be readable and all dimensional information provided in the Proposal shall be in English units.

1 **3.1.4 APPENDICES**

2 Resumes shall be included in Appendix B of the Proposal. Resumes shall be limited to three pages
3 per person.

4 A complete copy of each ATC, if provided, shall be included in Appendix C of the Proposal.
5

6 In addition to Appendices A through E as noted in Table 3-1 above, additional appendices may be
7 used for clarification and/or illustrative purposes. Appendices would typically consist of plan sheets
8 or other illustrative information and should not include narrative text except as specifically required by
9 this ITP. The need or use of additional appendices is at the discretion of the Proposer and may, or may
10 not, be used by WSDOT in the evaluation of the Proposal.
11

12 **3.1.5 SUBMISSION INSTRUCTIONS**

13 The Proposal must be packaged in sealed packages clearly displaying the Proposer’s name, contact
14 person, and address on the outside of each Proposal package and labeled as follows:
15

- 16 • Proposal for SR 99 Bored Tunnel Alternative Design-Build Project;
- 17 • Submittal deadline date and time;
- 18 • Proposer’s name, contact person, and address; and
- 19 • Box “X” of the total number of boxes.

20 The Proposal shall consist of the following two divisions:
21

22 **1. Technical Proposal (Sections 1-5 and Appendices):**

23 Each Proposer must provide the following:

- 24 – One (1) original Proposal bearing original signatures;
- 25 – On a CD, DVD or external hard drive, provide one electronic copy of the
26 Proposal in PDF format (compatible with Adobe Acrobat, Version 7) with
27 sections and subsections bookmarked, and all electronic files used to create
28 the Proposal including CAD files, field survey, and site investigation files;
- 29 – Twelve (12) hard copies of the Proposal; and
- 30 – Thirty (30) CDs, DVDs or external hard drives, each containing one
31 electronic copy of the Proposal in PDF format (compatible with Adobe
32 Acrobat, Version 7) with sections and subsections bookmarked.
33

34 The original Proposal must be bound and shall be identified as “ORIGINAL” on its front
35 cover in colored ink. Each copy must be bound and identified on its front cover, in the
36 upper right-hand corner, as “Copy X of 12 Copies.”
37

38 **2. Price Proposal (Section 6):**

39 Each Proposer must provide one (1) original Price Proposal bearing original signatures.

- 1 – The Price Proposal shall be organized into two parts as noted in Table 3-1 and as
2 more fully described in Section 3.3.13 of this ITP. The Proposer shall use
3 tabbed dividers to separate the contents of Part I of the Price Proposal.
- 4 – Part I and Part II of the Price Proposal shall be placed into two separate,
5 sealed envelopes marked “Part I: Price Proposal” and “Part II: Upset
6 Amount Determination,” respectively. These two envelopes shall be placed
7 into a third sealed envelope clearly marked on the front with the following
8 information:
 - 9 ○ Price Proposal (Section 7)
 - 10 ○ SR 99 Bored Tunnel Alternative Design-Build Project
 - 11 ○ Submittal deadline date and time
 - 12 ○ Proposer name, contact person and address

13 Refer to Section 3.1 of this ITP for Proposal Delivery.

14 **3.2 DISQUALIFICATION**

15
16
17 Failure to use sealed packages and envelopes or to properly identify and label any Proposal package
18 may result in an inadvertent opening prior to the appointed time and place, and it may result in
19 disqualification of the Proposal. The Proposer shall be entirely responsible for any consequences,
20 including disqualification of the Proposal that result from such inadvertent opening, if WSDOT
21 determines that the Proposer did not follow the instructions in this ITP. It is Proposer’s sole
22 responsibility to ensure that its Proposal is received as required. Proposals received after the
23 Proposal Date will be rejected without consideration or evaluation. Proposers shall provide responses to
24 all information requested in the RFP. Failure to respond or to provide requested information may
25 result in a determination by WSDOT, in its sole discretion, that a Proposal is non-responsive.
26

27 **3.3 TECHNICAL PROPOSAL**

28 **3.3.1 GENERAL**

29 The Technical Proposal shall include concise narrative descriptions and graphic illustrations,
30 drawings, charts, technical reports, and calculations that will enable WSDOT to clearly understand
31 and evaluate both the capabilities of the Proposer and the characteristics and benefits of the proposed
32 Work. No price information of any kind may be included in the Technical Proposal. A complete
33 copy of all approved ATCs incorporated into the Proposal, including WSDOT’s approval letters
34 issued pursuant to Section 2.11 of this ITP, shall be included in Appendix C of the Proposal.
35

36 Plans or drawings submitted as a part of the Technical Proposal shall be submitted in accordance
37 with the requirements of the RFP. The Technical Proposal should be organized to address the items
38 listed in this Section and address the evaluation factors set forth in this Section and in Section 4.2 of
39 this ITP. The Proposer shall use tabbed dividers to separate the contents of the Technical Proposal.
40

41 WSDOT will assign Technical Credits to Proposals that demonstrate a commitment to plans and
42 mitigation strategies that are likely to contribute to a reduction in risk to WSDOT and an increased
43 ability to achieve the Project goals. The degree of commitment will be weighted heavily by the
44 WSDOT when evaluating all sections of the Proposal. For example, conditional language such as
45 “will consider,” “will evaluate the possibility of,” and “may do the following” are considered weak
46 commitments and will likely be given minimal consideration. On the other hand, unconditional

1 language such as “will do the following” will likely be considered firm commitments and will
2 receive the strongest consideration.
3

4 **3.3.2 EXECUTIVE SUMMARY (SECTION 1)**

5 Submit an Executive Summary that demonstrates the Proposer’s overall approach to the Project. The
6 Executive Summary shall be written in a non-technical style and shall contain sufficient information
7 for reviewers with both technical and non-technical backgrounds to become familiar with the
8 Proposer and its ability to satisfy the financial and technical requirements of the Project. The
9 Executive Summary should identify the type of TBM (slurry or EPB) to be used on the Project and
10 a brief explanation of the factors influencing the type selected.
11

12 **3.3.3 PROPOSER’S APPROACH TO MANAGEMENT OF THE PROJECT (SECTION 2)**

13 Excellent project management is essential to managing the Project’s risk and meeting and exceeding
14 WSDOT’s Project goals. WSDOT is seeking a Design-Build team that is sufficiently experienced
15 and properly organized to efficiently deliver a quality product on time and within budget. This
16 requires a dedicated organization with clear lines of communication and authority, a well qualified
17 staff, effective administration, and comprehensive plans for the management of the work, safety,
18 quality, risk, environmental compliance and public information.
19

20 Section 2 of the Proposal shall provide a comprehensive description of the Proposer’s approach to
21 managing delivery of the Project. Section 2 shall address, at a minimum the following categories as
22 more specifically defined below: (a) Project Management Approach; (b) Organizational Structure
23 and Key Personnel; (c) Subcontractor and Labor Management Approach; (d) Quality Management
24 Approach; and (e) Risk Management Approach. Proposers shall provide specific discussion of
25 quality management and risk management with specific reference to environmental risks and 3rd
26 party impacts.
27

28 **Project Management Approach**

29
30 **Submit** a narrative addressing the following:
31

- 32 • A description of the Proposer’s approach to the interrelationships among project
33 management, design, construction, risk, safety, environmental, quality, and public
34 information organizations;
- 35 • The Proposer’s concept of design management including a discussion of the organizational
36 structure of the design team, the roles and responsibilities of the key staff, and the total
37 staffing required for design;
- 38 • A description of Proposer’s approach to addressing constructability, durability,
39 maintainability, and environmental protection in the design process;
- 40 • A description of how design personnel will interface with the construction organization;
- 41 • The plan for the completion of the preliminary engineering, including limits on work
42 prior to NTP 2 and managing changes generated from the environmental process;
- 43 • A description of the construction management concept to be used, including the
44 interface with the quality control and quality assurance organizations;

- 1 • The plan for integration of WSDOT personnel, with respect to:
 - 2 – Preliminary design and continuation of the environmental process
 - 3 – Completion of design efforts including field generated changes
 - 4 – Construction of the Project
- 5
- 6 • Identification and implementation of an information transfer software system in
7 accordance with TR, Section 2.1.4.4.1; and
- 8 • Other elements that the Proposer considers important or may be of value to WSDOT.

9 Organizational Structure and Key Personnel

10 **Submit** an organizational chart demonstrating the basic structure of the Proposer’s organization,
11 roles and responsibilities of each applicable sub-organization, and integration of the sub-
12 organizations.
13

14 **Submit** an organizational chart for each sub-organization, including but not limited to, (a) Project
15 Management; (b) Design, show sub-organizations, if any, such as tunnel design vs. civil design;
16 (c) Construction, show sub-organizations, if any, such as Bored Tunnel, Cut-and-Cover Tunnel,
17 interior structures, systems, etc.; (d) Safety; (e) Quality; (f) Environmental; and (g) public
18 information.
19

20

21 The organization charts above shall indicate the key positions within the Proposer’s organization.
22 The Proposal should designate the individuals assigned to those key positions, to the extent that
23 they are known at the time of the Proposal, and include the resume for each of those identified
24 individuals in Appendix B of the Proposal. At a minimum, the organizational charts should show
25 the positions of the Key Personnel included in the SOQ.
26

27 Subcontractor and Labor Management Approach

28

29 **Submit** a narrative that presents the Design-Builder’s approach to administration of the Contract
30 requirements related to subcontracting, non-discrimination, and labor (refer to Contract,
31 Appendices 5 and 6). Discuss the Proposer’s intended strategies for the management of
32 subcontractors and labor to ensure quality and timeliness in the progress of the Work. The
33 narrative shall designate a Subcontractor and Labor Manager who shall be responsible to ensure
34 compliance with the requirements listed above. Include a resume for the Subcontractor and
35 Labor Manager in Appendix B of the Proposal. The Subcontractor and Labor Manager, or
36 designee, shall be designated as the EEO Officer as required by Subsection II.2 of FHWA Form
37 1273 (Contract, Appendix 5-C).
38

39 A Proposal which fails to designate a Subcontractor and Labor Manager and/or fails to include
40 the resume for this individual in Appendix B of the Proposal may be determined non-responsive.
41

42 Quality Management Approach

43

44 **Submit** a narrative of the Quality Management Approach for design and construction. The Quality
45 Management Approach should summarize the Quality Management Plan that will be used on the
46 Project. Contents of the Quality Management Approach should include, at a minimum, the following:
47

- 1 • Quality Management:
 - 2 – Include a statement of the Proposer’s Quality Policy.
 - 3 – Outline the Proposer’s Quality Organization. Identify the key positions in this
 - 4 organization and those positions with stop work authority. Include an estimate
 - 5 of the number of staff members that will be utilized in each position. Include
 - 6 required certifications and appropriate accreditations for each position.
 - 7
- 8 • Quality Process for Design:
 - 9 – Outline the quality control and quality assurance process for design. Address
 - 10 the specific processes or steps to ensure: a process for independent checking
 - 11 of design Work, the design meets the requirements of the contract,
 - 12 environmental protection, constructability of the design, and all elements of
 - 13 the completed Project will be fit for use for the intended function, including
 - 14 durability and maintainability.
 - 15
- 16 • Quality Process for Fabricated Items:
 - 17 – Describe the specific role of the production, Quality Control, and Quality
 - 18 Assurance organizations within the Design-Builder’s quality process for
 - 19 fabricated items.
 - 20
- 21 • Quality Process for Construction:
 - 22 – Describe the specific role of the production, Quality Control, and Quality
 - 23 Assurance organizations within the Design-Builder’s construction quality
 - 24 process.
 - 25

26 Include in the Quality Management Approach a discussion with regard to the consideration of
27 life-cycle-cost in the design and construction of the project.

28
29 Clearly identify those commitments of the Quality Management Approach that exceed RFP
30 requirements.

31
32 **Risk Management Plan**

33
34 The Risk Management Plan submitted with the Proposal will form the draft for developing the
35 Project Risk Management Plan described in Section 2.12 of the Technical Requirements.

36
37 WSDOT has carried out a comprehensive Cost Estimate Validation Process (CEVP) that
38 addresses risks that relate to the Alaskan Way Viaduct Replacement Program. A subset of this
39 comprehensive CEVP risk list pertains to the scope of the Project and is presented in TR
40 Appendix V as the Initial Project Risk Register. The Proposer should critique the Initial Project
41 Risk Register and identify other risks and opportunities that may be significant (the Contractor’s
42 Identified Risks). This combined list of risks will be termed the “Project Risk Register.”

43
44 **Submit** a draft Risk Management Plan as described in Technical Requirements Section 2.12,
45 including the following:
46

- 1 • An indication of the resource requirements to deliver the Risk Management Plan, and the
2 roles of key personnel who will deliver the specific risk management activities.

- 3 • Details of any Risk Management software to be used, together with how this will be
4 used to analyze and manage risks to both cost and schedule.

5 **Submit** a Project Risk Register to show the initial Project risks and the Design-Builder's
6 identified risks. In developing the Project Risk Register the Proposer should modify the WSDOT
7 identified risks as required to properly characterize those risks from the Design-Builder's
8 perspective. For each risk in the register, indicate the nature of the risk and the proposed
9 mitigation measure. Also identify any residual risk that may remain to WSDOT.

10
11 Address specifically, either in the Project Risk Register or in a separate narrative:

- 12 • Management of Environmental Risks, such as Construction Compliance, Noise
13 Management, Muck Handling, and Compliance with Section 402 of the Clean Water Act

- 14 • 3rd Party Risks, such as:
 - 15 ▪ Coordination with the Port of Seattle and Washington State Ferries, especially
16 with regard to the management of traffic impacts

 - 17 ▪ Management of traffic impacts, especially impacts associated with traffic and
18 pedestrians during stadium events;

 - 19 ▪ Liaison with the City of Seattle including SDOT, SCL, SPU, and the Fire
20 Marshal;

 - 21 ▪ Coordination with private utility and building owners potentially impacted by the
22 Work; and

 - 23 ▪ Public outreach, including coordination with WSDOT's Public Information
24 Team.

25
26
27
28 Provide an estimated value of the increased benefit or reduced risks to WSDOT anticipated
29 through the implementation of the management plan as proposed. Include simple calculations
30 used to quantify the anticipated values.

31 **Evaluation Criteria for Proposer's Approach to Management of the Project**

32
33 The Proposer will earn Technical Credits for commitments that add benefit to WSDOT above and
34 beyond the requirements of the RFP. Technical Credits can also be earned by reducing,
35 mitigating or transferring risks to the benefit of WSDOT. The maximum available Technical
36 Credits for this section are provided in Section 4.2 of this ITP.

37
38 A Proposer that presents an active leadership role and demonstrates effective management of risk
39 to WSDOT's benefit is preferred and will likely earn Technical Credits. A proposal that increases
40 risk to the owner or decreases owner benefit may result in a reduction in the overall Technical
41 Score.

1 **3.3.4 PRELIMINARY BASELINE CONTRACT SCHEDULE (SECTION 3)**

2 **Submit** a logic-driven Preliminary Baseline Contract Schedule prepared by the critical path
3 method.

4
5 The Preliminary Baseline Contract Schedule will serve as the basis for developing the detailed
6 Baseline Contract Schedule described in Section 2.1 of the Technical Requirements. The
7 Proposal shall include both hard copies and Primavera 6.2 for Engineering and Construction
8 XER-format electronic copies of the proposed Preliminary Baseline Contract Schedule. If the
9 Proposer wishes to use an alternative schedule program, the Proposer must demonstrate 100
10 percent compatibility with Primavera 6.2 for Engineering and Construction to WSDOT's
11 satisfaction and obtain prior approval for its use.

12
13 The Preliminary Baseline Contract Schedule shall be provided on 11-inch by 17-inch paper, and
14 shall show activities logically grouped to correlate with the Proposer's work plan. Data for each
15 activity must include early start and finish dates, planned duration and total float. The graphical
16 portion of the hard copy schedule report should show a separate, distinct float bar for each
17 activity, and the task bar shall be necked to depict calendar non-work time. The Preliminary
18 Baseline Contract Schedule must indicate predecessor logic by either a listing of predecessors in a
19 report column or by relationship lines in the graphical portion of the report.

20
21 The Preliminary Baseline Contract Schedule shall use the Estimated NTP 1 date set forth in
22 Section 1.5 of this ITP and August 15, 2011 for NTP 2. In no event shall the Substantial
23 Completion date be shown after November 1, 2016.

24
25 The Preliminary Baseline Contract Schedule may include summary activities that do not
26 compromise controlling logical relationships. The Preliminary Baseline Contract Schedule shall
27 include the milestones provided in Form D of this ITP. The schedule-calculated dates for these
28 events will be transferred to Form D and will become zero-float Contract milestones in the
29 Design-Builder's Baseline Contract Schedule. The use of contingency activities that control or
30 reserve float will not be acceptable.

31
32 At a minimum, the Preliminary Baseline Contract Schedule shall also show the following:

- 33
34
 - Start and finish dates for major elements of the design;

35
 - All major activities planned for the period from NTP 1 to NTP 2;

36
 - Start and finish dates for major elements of the construction, including, but not limited
37 to;
 - 38 ▪ The proposed design procurement, fabrication and delivery schedule for the
39 TBM;
 - 40 ▪ Excavation of the Cut-and-Cover Tunnel and approach areas in the north and
41 south;
 - 42 ▪ Construction start and completion of Bored Tunnel;
 - 43 ▪ Fabrication and installation of the interior structures;

- 1 ▪ Start and finish dates for installation of tunnel systems, including systems work
- 2 performed by others by using milestone dates provided in Section 2.58 of the
- 3 Technical Requirements; and

- 4 ▪ Start and finish dates for SR 99 Bored Tunnel commissioning.

5 In addition to the above, the Proposer shall complete Form D, Contract Time/Milestone

6 Completion Deadlines (included in this ITP), and submit it with the Proposal.

7

8 **Submit** a narrative for the schedule addressing assumptions used in preparing the schedule, such

9 as expected TBM progress rates, non-work days, durations for governmental approvals, and any

10 other assumed schedule constraints needing further explanation. The narrative shall outline the

11 critical path for the Work, the major risks associated with the critical path activities, and any

12 contingency and/or mitigation plans in place to ensure Substantial Completion of the Project

13 within the Contract Time.

14

15 **Evaluation Criteria for the Preliminary Baseline Contract Schedule**

16 **(Max. 20,000,000 Technical Credits)**

17

18 Evaluation of the Preliminary Baseline Contract Schedule will be based on the following:

19

20 A. Evaluation Criteria for Time of Substantial Completion (18,000,000 Technical Credits);

- 21 ▪ WSDOT prefers to have the tunnel open to traffic by December 31, 2015. In
- 22 recognition of this as an aggressive schedule, WSDOT has established an open to
- 23 traffic date of December 31, 2016 as the baseline for evaluation. In order to
- 24 achieve this date the Design-Builder must be Substantially Complete by
- 25 approximately November 1, 2016. Technical Credits will be assigned as
- 26 follows:

- 27 • A Proposal offering a Contract Time Bid equal to 1,905 days will receive
- 28 no Technical Credits.

- 29 • A Proposal offering a Contract Time Bid less than 1,905 days will
- 30 receive added Technical Credits at a rate of 50,000 Technical Credits per
- 31 day to a maximum of 18,000,000 Technical Credits.

- 32 • A Proposal offering a Contract Time Bid greater than 1,905 will be
- 33 determined non-responsive.

34 That is, $TC[\text{Schedule}] = [1,905 - \text{CTB}] * 50,000$

35 Where:

- 36 • $TC[\text{Schedule}]$ is the earned Technical Credits for the Contract Time
- 37 Bid for which $0 \leq TC[\text{Schedule}] \leq 18,000,000$.

- 38 • CTB is equal to the Contract Time Bid on Form D.

- 39 • 1,905 are the Calendar Days from August 15, 2011 through
- 40 November 1, 2016.

1 B. Evaluation of Schedule Narrative (2,000,000 Technical Credits)

2 The evaluation committee may assign additional Technical Credits, to a maximum of 2,000,000,
3 based upon evaluation of other aspects of the schedule, such as:

- 4
- 5 ● Other milestone commitments depicted in Form D.
- 6
- 7 ● The narrative response requested in this section of the ITP
- 8
- 9 ● The schedule structure is consistent with best practices and illustrates a thoughtful and
10 workable solution to efficient sequencing of the Work consistent with quality, safety,
and the concerns of Project stakeholders. For example, schedules will be scored more
highly when the evaluation committee recognizes:
 - 11 ■ A schedule that anticipates and makes reasonable allowance for potential delays
12 such as long lead time materials, critical approvals, and adverse weather.
 - 13 ■ A schedule that is consistent with and illustrative of the Proposer's plan to
14 mitigate risk as identified in the Project Risk Register.
- 15 ● CAUTION – A Proposer that indicates progress on Final Design prior to the completion
16 of the NEPA documents, even “at risk,” may be considered non responsive.

17 **3.3.5 TUNNEL ROADWAY CLEARANCE ENVELOPE (SECTION 4)**

18 The Basic Configuration for the project requires a minimum 30-foot roadway width and a minimum
19 vertical clearance of 15 feet within the traveled way. WSDOT values a larger clearance envelope
20 allowing for an 8-foot west shoulder and at least a 15.5-foot vertical clearance over the traveled way.

21 **Submit** cross-sections at the locations of the minimum roadway horizontal and vertical clearance.
22

23 **Evaluation Criteria**

24

25 A Proposal that reflects compliance with the Basic Configuration for roadway horizontal and
26 vertical clearance will receive no Technical Credits for this Section of the Proposal.
27

28 A Proposal that fails to demonstrate compliance with the Basic Configuration for roadway
29 horizontal and vertical clearance will be considered non-responsive.
30

31 A Proposal that demonstrates a minimum roadway horizontal clearance of 32 feet in width or
32 larger will receive 15,000,000 Technical Credits.
33

34 A Proposal that demonstrates a minimum roadway vertical clearance over the travelled way
35 greater than 15 feet will be awarded Technical Credits as follows:
36

- 37 ● Vertical Clearance greater than 15 feet but less than 15 feet, 3 inches will receive no
38 Technical Credits;
- 39 ● Vertical Clearance greater than or equal to 15 feet, 3 inches but less than 15 feet, 6
40 inches will receive 1,000,000 Technical Credits;
- 41 ● Vertical Clearance greater than or equal to 15 feet, 6 inches but less than 15 feet, 9
42 inches will receive 2,000,000 Technical Credits;

- 1 • Vertical Clearance greater than or equal to 15 feet, 9 inches but less than 16 feet will
2 receive 4,000,000 Technical Credits; and

- 3 • Vertical Clearance greater than or equal to 16 feet will receive 5,000,000 Technical Credits.

4 **3.3.6 EXCAVATION AND SUPPORT OF THE BORED TUNNEL AND MANAGEMENT** 5 **OF GROUND DEFORMATION IMPACTS (SECTION 5)**

6 Section 3 of the Proposal shall present how the Proposer’s approach to the design, operations, and
7 maintenance of the Tunnel Boring Machine (TBM), including the design and installation of the
8 tunnel liner, have been selected to minimize the risks of tunneling for the Project and especially
9 with regard to schedule, anticipated soil conditions, and ground loss. Relate the risks and
10 mitigation strategies to the GBR for this Project, lessons learned on past projects performed by
11 the Proposer, and recent tunneling projects in the Seattle vicinity.

12 **Geotechnical Design Assumptions and Design Parameters for the Bored Tunnel**

13 **Submit** a narrative addressing the following:

- 14 • Describe any geotechnical information beyond that contained in the Geotechnical
15 Baseline Report and/or Geotechnical and Environmental Data Report that was
16 collected and analyzed in development of the Proposal;
- 17 • Affirm, or further assess and interpret, the engineering properties, including water
18 pressures, most relevant to tunneling for each engineering soil unit;
- 19 • List the design parameters and their values used in the preparation of the Proposal for
20 all relevant ground types and the rationale for selection of these parameters and
21 values; and
- 22 • Discuss the measures that will be taken during design to mitigate for the most likely
23 risks to the Project as a result of geologic conditions. Relate the risks to known
24 geologic conditions as presented in the GBR and GEDR and the experience of
25 current and past construction projects in similar conditions.

26 **TBM Design and Operations**

27 **Submit** a narrative describing the TBM and ancillary equipment and proposed means and
28 methods, as related to the geotechnical profile and ground conditions provided in the
29 Geotechnical Baseline Report. Include a detailed description of TBM features included in the
30 design to reduce risk for the project. Include the following:

- 31 • Type of pressure-face TBM selected as influenced by anticipated ground conditions
32 and water pressures. Estimated and proposed TBM design and operating parameters,
33 including torque, thrust, cutter-head opening ratio, cutter tools, soil conditioning system,
34 and muck removal system. Such information shall be consistent with proposed daily
35 advance rates, predicted penetration rates and ground conditions.
 - 36 ○ If a slurry TBM is proposed, preliminary details of the proposed slurry
37 machine design shall be provided, together with methods of calculating the
38 required slurry properties and earth pressures, and contingencies in the event of
39 loss of slurry into the surrounding ground. Details on the slurry transport and
40 separation plant design and capacity.

- 1 ○ If an EPB TBM is proposed, the methodology for conditioning of the granular
2 soils shall be provided, including preliminary details of proposed soil
3 conditioners to be used to maintain earth pressure and soil plug within the
4 screw conveyor or other means and methods of controlling discharge of the
5 spoils from the cutter head chamber.
- 6 ○ Provide sample earth pressure calculations and calculation model employed.
- 7 ● Details of the proposed segmental lining for the Bored Tunnel including details of the
8 overall design approach and philosophy. Detail all applicable ground analysis and
9 support system decision making processes employed by the Proposer. Include a
10 method statement describing the primary support installation proposed including:
 - 11 ○ Estimated bore diameter including tolerances and overcut;
 - 12 ○ Internal diameter of the tunnel; and
 - 13 ○ Liner dimensions, including shove width.
- 14 ● TBM daily advance rate (in feet per working day) and instantaneous penetration rates
15 (inches/minute when boring), utilization, and ring build cycle time for each tunnel
16 reach. Identify the material properties influencing machine performance as a basis
17 for selection of the TBM, its cutting tools, and other features, and in the estimating of
18 TBM advance rates, wear rates for tools and shield surfaces, and machine
19 maintenance.
- 20 ● A narrative description of the extent of tunnel ground loss assumed by the Proposer
21 along the tunnel alignment as related to ground conditions. Discuss TBM features
22 designed to minimize Deformation, TBM operational parameters and prescribed
23 limits, and other methods to minimize ground loss. Include the Proposer's
24 contingency plan for responding to excessive ground loss.
- 25 ● A description of the TBM monitoring system and the method to integrate this system
26 with the Deformation monitoring systems.
- 27 ● Description of the planned TBM tail void grouting system. Include details of the
28 system. Describe the procedures and materials that will be utilized to ensure
29 complete void filling in order to minimize ground loss and ensure ring stability.
- 30 ● A narrative description addressing the Proposer's approach to TBM alignment
31 control. Discuss the TBM guidance system, operational controls, control procedures
32 for ring selection, and survey check procedures.
- 33 ● A narrative description of special precautions and/or construction procedures that the
34 Proposer will employ for TBM break-in and break-out, including the proposed type
35 and extent of any ground treatment and/or modification.
- 36 ● Other innovative approaches to the design and operations of the TBM to reduce the
37 risk of the Project.

38 **TBM Maintenance Plan**

39 **Submit** a narrative describing the maintenance plan for the TBM and other critical equipment
40 associated with tunneling. Include in the narrative:
41

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4
- The Proposer’s plan for routine maintenance. Include a maintenance schedule for the TBM and ancillary equipment including frequency, duration and scope of planned maintenance stoppages.
 - Describe the TBM maintenance activities that will occur in free air and those that require Interventions as defined in the Section 5.7 of the Contract. Identify Work from the plenum and Work in front of the face of the TBM.
 - Describe maintenance activities associated with other critical equipment associated with tunneling.
 - Describe the methods of Intervention, both in the plenum and in front of the face of the TBM, including the expected impact of any stoppage on ground behavior and the specific means and methods that will be employed to minimize those impacts.
 - Discuss TBM design features and means and methods of operation that will be employed to minimize the need for interventions and other schedule delays associated with maintenance and repair.
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16 **Structures and Utility Deformation Assumptions and Design Parameters**

17
18 **Submit** the Design-Builder’s affirmation, or further assessment and interpretation, of the work WSDOT has undertaken to characterize the impacts of tunneling on existing Structures and Utilities as provided in Technical Requirements Appendix S. At a minimum, the Design-Builder shall analyze ground deformations (horizontal and vertical) anticipated from its execution of the Work. Provide drawings showing the predicted horizontal and vertical deformation contours and discuss the expected response of the adjacent Structures and Utilities with regard to risk of damage and allowable deformation tolerances established in the RFP. Also discuss the transient Deformations that will develop ahead of the advancing TBM and the expected impact of these Deformations on existing Structures and Utilities. Provide details regarding any significant variations between the Proposer’s assessment and WSDOT’s assessments provided in Technical Requirements Appendix S.

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30 **Pre-Proposal Deformation Mitigation Submittal(s)**

31
32 WSDOT has developed concept designs (methods and layouts) for the advance mitigation of certain Structures and Utilities in the vicinity of the proposed tunnel (Group A Structures/Utilities) to illustrate the work and to provide a basis for the preparation of Proposals. To be successful, Deformation mitigation requires initiative on the part of the Design-Builder, and flexibility in the procurement to permit the Proposer to select and commit to the methods they will use to provide successful Deformation mitigation. The WSDOT conceptual designs are starting points from which contractor-initiated improvements, or an entirely different approach, can be considered during Proposal development and execution of the Work.

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41 During Proposal development, the Proposer shall make its own evaluation of the potential impact of tunneling and excavations with its means and methods. For Group A Structures and Utilities, the Proposer shall either confirm the concept proposed by WSDOT, or present their plan through the process of a Deformation Mitigation Submittal (DMS). The DMS shall demonstrate the engineering basis and constructability of providing Deformation Mitigation Measures for a Structure or Utility through grouting or other mitigation approaches to achieve Deformation control that meets the Group A requirements for the specific Structure or Utility indicated in TR Section 2.52.

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2 Alternatively, the Proposer may also submit a DMS for WSDOT approval, demonstrating the
3 rationale for converting Group A Structures/Utilities to Group B Structures/Utilities. In
4 consideration of the allowable Deformation tolerances provided in TR Section 2.52, the DMS
5 shall propose allowable Deformation tolerances for each Group A Structure/Utility that is
6 proposed to be converted to Group B.

7
8 For each Structure and Utility under consideration in the DMS, the DMS shall
9 consider/demonstrate the following: foundation type, soil type, Structure/Utility condition,
10 historic status, ground loss assumption and likelihood of exceedence, assessment of damage,
11 facility usage, method of protection, and a Structure or Utility specific contingency plan for
12 excessive ground loss. Furthermore, the DMS shall be presented to WSDOT in a level of detail
13 that considers the documentation provided in TR Appendices S1, S10, and S13, highlighting the
14 differences in the evaluation and conclusions for each Structure or Utility for which a DMS is
15 submitted.

16
17 The DMS shall be provided to WSDOT for approval within the timeframe of ATCs as provided
18 in ITP Sections 1.5.6 and 2.11. WSDOT will respond to all DMS submittals within 14 Calendar
19 Days of receipt. WSDOT reserves the right in its sole discretion to reject any DMS.

20 21 **Measures to Manage Deformation**

22
23 **Submit** a narrative summarizing the Proposer's approach to minimizing the impacts of tunneling
24 on Structures and Utilities. Using ITP Form T, or another format preferred by the Proposer,
25 provide an Appendix E of the Proposal that is a listing of all Group A and Group B Structures
26 identified by WSDOT and any additional Structures and Utilities identified by the Proposer that
27 are expected to be impacted by tunnel induced Deformation. For each Structure and Utility listed
28 include a description of the advance mitigation, if any, included in the Proposal. This listing
29 should affirm WSDOT's concept design or summarize the approach to be implemented by the
30 Design-Builder. Include in Appendix E a listing of all DMS Submittals approved during
31 Proposal development and indicates those approved DMS concepts that are included in the
32 Proposal. Specifically identify, either in the narrative or in Proposal Appendix E, the Work that
33 is included in the Total Proposal Price.

34
35 **Submit**, in Proposal Appendix E, any plans, sketches and/or technical data to support the
36 narrative.

37
38 Provide an estimated value of the increased benefit or reduced risks to WSDOT anticipated
39 through the implementation of the TBM design, operations and maintenance plans, and the
40 Deformation management and mitigation strategies as proposed. Include simple calculations
41 used to quantify the anticipated values.

42 43 **Evaluation Criteria for the Excavation and Support of the Bored Tunnel and Management** 44 **of Ground Deformation Impacts**

45
46 Section 4 of the Proposal will be evaluated based upon the extent that the Proposer's approach is
47 likely to reduce the risk of the Project with regard to the time of the Bored Tunnel drive, the
48 impacts of ground conditions on operations of the TBM, the effects of ground deformation
49 resulting from the Bored Tunnel drive, and other risks.

50
51 The Proposer will earn Technical Credits by committing to design, operations and maintenance
terms that reduce, mitigate or transfer risks to the benefit to WSDOT. The Proposer may also

1 earn Technical Credits for commitments that add benefit to WSDOT above and beyond the
2 requirements of the RFP. The maximum available Technical Credits for this section are provided
3 in Section 4.2 of this ITP.

4
5 A proposal that takes an active leadership role and effectively manages the risks to WSDOT's
6 benefit is preferred and will likely earn Technical Credits. A proposal that increases risk to the
7 owner or decreases owner benefit may result in negative Technical Credit.
8

9 **3.3.7 DESIGN AND CONSTRUCTION, EXCEPT TUNNELING (SECTION 6)**

10 Section 4 of the Proposal shall present the Proposer's approach to the design and construction of the
11 Project, not including the design and operation of the TBM. The presentation shall be organized
12 chronologically or in another organizational structure that most effectively communicates the
13 Proposer's approach to the Work. Section 4 of the Proposal shall address, at a minimum, those
14 topics described in this Section 3.3.7.

15 **Proposed Design Plans and Details**

16
17
18 Include in Appendix D to the Technical Proposal all plan sheets and details necessary to convey
19 the Proposers approach to the design and construction of the project. At a minimum, include:

- 20
21 • Alignment plans, profile sheets, and cross-sections developed to a similar level of detail
22 as Appendix M1 of the Technical Requirements.

- 23 • Highlight in the proposed design plans and details at locations where the Proposer has
24 modified the Conceptual Design and locations where the Proposer has carried the design
25 to a high level to address Project risks. [Note that any variations from the Basic
26 Configuration must be addressed by an approved ATC.]

- 27 • All plans and details requested in this Section 3.3.

28 **Construction Phasing and Staging**

29
30 **Submit** a narrative outlining the sequence of Work in each Portal area. Include a discussion of
31 haul routes for excavation of the Cut-and-Cover and approaches, the plan for Bored Tunnel muck
32 removal, and haul routes for material delivery such as concrete and pre-cast elements. Discuss
33 specifically how construction staging and haul routes have been planned to minimize impacts to
34 the Port, the stadiums, and other major stakeholders in the Project area.
35

36 **Submit** a Construction Phasing and Sequencing Plan including any plan sheets in Proposal
37 Appendix D. Indicate the timing and sequencing of construction activities, including Utility and
38 Structure protection measures. Include a plan showing the site layout at each portal area and
39 vicinity for each major phase of the Work.
40

41 **Geotechnical Design Assumptions and Design Parameters Not Related to Tunneling**

- 42 • Describe any geotechnical information beyond that contained in the Geotechnical
43 Baseline Report and/or Geotechnical and Environmental Data Report that was collected
44 and analyzed in development of the Proposal;

- 45 • Affirm, or further assess and interpret, the engineering properties of all engineering soil
46 units, including the expected average and range of soil strengths and permeability;

- 1 • List the design parameters and their values used in the preparation of the Proposal for all
2 relevant ground types and the rationale for selection of these parameters and values; and

- 3 • Discuss the measures that will be taken during design to mitigate for the most likely
4 risks to the Project as a result of geologic conditions. Relate the risks to known geologic
5 conditions as presented in the GBR and GEDR and the experience of current and past
6 construction projects in similar conditions.

7 **Cut-and-Cover Tunnel Design and Construction**

8
9 The Proposer shall present its approach and commitments regarding the design and construction
10 of the Cut-and-Cover Tunnels and approaches. Include, at a minimum:

- 11
12 • A narrative and plans demonstrating the limits and details of the support of excavation
13 walls in each Portal area. Include the wall type, the sequence of Work to accomplish the
14 excavations, any ground improvements associated with open-cut excavations, and
15 identification of temporary and permanent Utility diversions.

- 16
17 • A narrative describing the Proposer’s approach to minimizing the impacts of major
18 excavations on Structures and Utilities that are impacted by the Work. The narrative
19 shall, at a minimum, specifically address the following:
 - 20
21 ○ How Deformation will be managed through the design and construction of the U-
22 Section Structures and Cut-and-Cover Tunnels;

 - 23 ○ Include any plans, sketches and/or technical data to support the narrative in
24 Proposal Appendix D.

- 25 • Discussion of the Proposer’s approach to managing the impacts of archaeological
26 investigations in the Cut-and-Cover excavations.

- 27
28 • A narrative describing the Proposer’s groundwater control measures in the Portal areas.
29 Include expected groundwater draw-downs, including pattern and size of influence zone.

- 30
31 • A narrative describing the Proposer’s Cut-and-Cover structure design and the Proposer’s
32 approach to the Cut-and-Cover structures construction. Discuss the preliminary design
33 effort that has been completed to address space allocation, systems coordination and
34 verification of the tunnel dimensions. Discuss construction methods including, identification
35 of structural elements that will be cast-in-place and those that will be prefabricated, material
36 transport, and sequencing of the Work relative to tunneling and systems installation. Include
37 the Proposer’s approach to waterproofing the Cut-and-Cover structures.

- 38
39 • Include plans and/or technical data to support the narratives in Proposal Appendix D. At
40 a minimum, include the Cut-and-Cover profiles and typical Cut-and-Cover cross-sections,
41 including utilities, lanes, shoulders, walkway, barrier, jet fans and clearance envelope;

42

43 **Bored Tunnel Interior Design and Construction**

44
45 The Proposer shall present its approach and commitments regarding the design and construction
46 of the interior tunnel structures in the Bored Tunnel. Include, at minimum:

- 1 • A narrative describing the Proposer’s interior tunnel structure design and the Proposer’s
2 approach to the interior tunnel structures construction. Discuss the preliminary design effort
3 that has been completed to address space allocation, systems coordination and verification of
4 the tunnel diameter. Discuss construction methods including, identification of structural
5 elements that will be cast-in-place and those that will be prefabricated, material transport, and
6 sequencing of the Work relative to tunneling and systems installation.
7
- 8 • Plans and/or technical data to support the narrative in Proposal Appendix D. At a
9 minimum, include the following:
 - 10 ▪ Pump station locations;
 - 11 ▪ Tunnel profiles including roof thickness and slab thickness; and
 - 12 ▪ Typical tunnel cross-sections, including wall thickness, utilities, lanes, shoulders,
13 walkways, barriers and clearance envelope
14

15 **Tunnel Operations Buildings**

16
17 The Proposer shall present its approach and commitments regarding the design and construction
18 of the Tunnel Operations Buildings. Include, at minimum:

- 19 • A narrative describing the overall approach to design and construction of the Tunnel
20 Operations Buildings. Discuss construction sequencing for each building.
21
- 22 • Plans and/or technical data to support the narrative. At a minimum, include the
23 following:
 - 24 ▪ Site plans, including proposed vehicular circulation and parking, pedestrian
25 access, utility systems, service and loading locations, landscape areas and special
26 site features;
 - 27 ▪ Floor plans identifying spaces and features;
 - 28 ▪ Building sections sufficient to show floor heights, total height above surrounding
29 grade, basic structural systems, connections to tunnels, and mechanical and
30 electrical system space provisions;
 - 31 ▪ Schematic layouts of complex areas such as mechanical rooms, computer rooms
32 and operations offices; and
 - 33 ▪ Perspective drawings indicating the general appearance, massing and
34 relationships of the buildings to their surroundings.
35
36

37 Provide an estimated value of the increased benefit or reduced risks to WSDOT anticipated
38 through the implementation of the design and construction plans and commitments as proposed.
39 Include simple calculations used to quantify the anticipated values.
40

41 **Evaluation Criteria for Design and Construction, Except Tunneling**

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

1
2 A Proposer that presents an active leadership role and demonstrates effective management of risk
3 to WSDOT's benefit is preferred and will likely earn Technical Credits. A proposal that increases
4 risk to the owner or decreases owner benefit may result in a reduction in the overall Technical
5 Score.
6

7 **3.3.8 APPENDIX A - PROPOSER INFORMATION AND CERTIFICATIONS**

8 The Proposer shall provide the following forms and other information as Appendix A of the
9 Proposal:
10

- 11 1. **Form A (Design-Build Proposal Form and Signature Page).** If the Proposer is a joint
12 venture, Form A must be executed by all joint venture members.
- 13 2. **Form D (Contract Time/Milestone Completion Deadlines).** Form D includes a blank
14 entitled, "Contract Time Bid," to be filled in by the Proposer for the purpose of
15 establishing the deadline for Substantial Completion of the Project. The number of
16 Calendar Days entered for "Contract Time Bid" on Form D will be used in Section 4.2
17 of the Contract to establish the Contract Time. The Proposer shall determine the number
18 of calendar days to be included for "Contract Time Bid" on Form D pursuant to its plan
19 for performance of the Work, taking into account the liquidated damages provided in the
20 Contract.

21 The number of days to be shown shall start on the first calendar day after NTP 2 and
22 shall end on the scheduled date of Substantial Completion. All requirements of the
23 Contract shall be considered in determining the number of calendar days shown for
24 Contract Time Bid on Form D. In making such determination, the Proposer shall adjust
25 the resources and rates of production so that Substantial Completion is accomplished no
26 later than November 1, 2016.
27

28 **Proposals with Calendar Days recorded for Contract Time that extend Substantial**
29 **Completion beyond November 1, 2016, will be considered non-responsive.** If the
30 Proposer fails to complete and submit Form D or fails to complete the Contract Time
31 Bid item, WSDOT will consider the bid non-responsive.
32

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

- 35 3. **DBE Performance Plan** – The Proposer shall provide a DBE Performance Plan in
36 accordance with Section 1.5.8 of this ITP.
- 37 4. **Employment Plan** – The Proposer shall provide an Employment Plan in accordance
38 with Section 1.5.9 of this ITP.
- 39 5. **Form E** – (Identification of Proposer, Guarantors, Major Participants, Earthwork
40 Subcontractors, Structures Subcontractors, and Each Subconsultant and Subcontractor
41 performing 20 percent or more of the Design-Build Work).
- 42 6. **Form G (Non-Collusion Declaration).** The Proposer shall submit Form G.
- 43 7. **Form H (Certification of Federal-Aid Contracts).** The Proposer shall submit Form H.
- 44 8. **Description of Legal Structure** - A detailed description of the legal structure of the
45 entity submitting the Proposal. If the Proposer is a partnership or joint venture, the

1 Proposer shall attach the full names and addresses of all partners or joint ventures,
2 identify the equity ownership interest of each entity, and provide formation and
3 organization information for each general partner or joint venture. If the Proposer is a
4 limited liability entity, the Proposer shall attach full names and addresses of all equity
5 holders in the limited liability entity and identify any entities that are financially
6 responsible in any way for the limited liability entity. If the Proposer has not previously
7 submitted final legal structure organizational documents, the Proposer shall attach said
8 documents to the Proposal in this Section. Failure to submit final legal structure
9 organizational documents to WSDOT either prior to or with the Proposal shall render
10 the Proposal non-responsive.

11 9. **Joint and Several Liability Letter** - If the Proposer is a joint venture, the Proposer
12 shall attach a letter signed by an authorized representative of each joint venture stating
13 that the joint venture agrees to be held jointly and severally liable for any and all of the
14 duties and obligations of the Proposer under the Proposal, and if awarded, under the
15 Contract. The Proposer shall attach evidence to each letter that the person signing the
16 letter has authority to do so.

17 10. **Form K (Form of Guaranty)**. If the Proposer is a limited liability entity, the Proposer
18 shall include a commitment letter from each of the equity holders of the Proposer,
19 agreeing to provide a guaranty of the Proposer's obligations on Form K.

20 11. **Evidence of Authorization – Powers of Attorney**. The Proposer shall provide evidence
21 of authorization to execute and deliver the Proposal and the Contract. If such authorization
22 arises out of one or more powers of attorney, copies of the powers of attorney shall be
23 attached, as well as certified copies of the appropriate resolutions from the applicable
24 entities' governing bodies authorizing said powers of attorney. If the Proposer is a
25 partnership or a joint venture, such evidence shall be provided for the Proposer and for
26 each of its general partners/joint venture members, at all tiers, and in all cases certified
27 by an appropriate officer.

28 12. **Information and Work Site Certification** - The Proposer shall provide a certified
29 statement that the Proposer has, prior to submitting its Proposal, in accordance with
30 generally accepted engineering and construction practices, reviewed the Reference
31 Documents and other information provided by WSDOT; inspected and examined the
32 site and surrounding locations; and undertaken other appropriate activities sufficient to
33 familiarize itself with surface conditions and subsurface conditions that are discernible
34 from the surface and affect the Project, to the extent the Proposer deemed necessary or
35 advisable for submittal of a Proposal. The certified statement should specifically
36 indicate that as a result of such review, inspection, examination, and other activities, the
37 Proposer is familiar with and accepts the site and the physical requirements of the Work.

38 13. **Certification Regarding Changes to Key Personnel and Major Participants** - The
39 Proposer shall provide a signed statement that the Key Personnel and Major Participants
40 identified on the Proposer's SOQ have not changed. Alternatively, the Proposer may
41 attach a WSDOT approval letter regarding any such changes to Key Personnel or Major
42 Participants.

43 14. **Certification Regarding Right of Way** - The Proposer shall provide a signed statement
44 that the Proposer will construct the Work within the Right of Way identified in
45 Appendix R of the Technical Requirements. Alternatively, the Proposer may attach a
46 WSDOT approval letter regarding any ATC that contemplates construction of the Work
47 outside of the Right of Way identified in Appendix R of the Technical Requirements.

1 15. **Form M (Stipend Agreement).** The Proposer shall complete Form M.

2 16. **Form O (WSDOT Form 271-015 Subcontractor List).** The Proposer shall prepare
3 Form O in compliance with RCW 39.30.060 as amended. The Proposal shall include a
4 list of: (1) subcontractors who will perform the Work of heating, ventilation, air
5 conditioning, plumbing as described in Chapter 18.106 RCW, and electrical as described
6 in Chapter 19.28 RCW; (2) the Work that those subcontractors will perform on the
7 Contract; and (3) no more than one subcontractor for each category of Work identified,
8 except when subcontractors vary with bid alternates, the bidder shall identify which
9 subcontractor will be used for which alternate.

10 17. **Form R (Organizational Conflicts of Interest Certification).** The Proposer shall
11 complete Form R.

12 18. **Form S (Organizational Conflicts of Interest - Disclosure and Avoidance/
13 Neutralization/Mitigation Plan).** The Proposer shall complete Form S.

14 **3.3.9 APPENDIX B – RESUMES**

15 The Proposer shall submit resumes for the individuals described in Section 2 of the Proposal.
16 Resumes shall be limited to three pages per person.
17

18 **3.3.10 APPENDIX C - APPROVED ATCS**

19 **3.3.11 APPENDIX D – PLANS AND TECHNICAL DATA**

20 **3.3.12 APPENDIX E – PROPOSER’S APPROACH TO MINIMIZING TUNNELING 21 IMPACTS ON STRUCTURES AND UTILITIES (FORM T, DEFORMATION 22 MITIGATION DESCRIPTION, IF USED)**

23 **3.3.13 PRICE PROPOSAL (SECTION 7)**

24 The Price Proposal shall include the information and documentation identified in this Section,
25 Section 3.3, and Table 3-1 of this ITP.
26

27 **Part I: Price Proposal**

- 28
- 29 1. **Form B (Price Proposal).** The Proposer shall submit its price for the Work divided into
30 the categories identified on Form B. The total of the Lump Sum Amount and the unit
31 price Work will be the Total Proposal Price.
 - 32 2. **Form F (Proposal Bond).** The Proposal shall include a Proposal Bond in the form of
33 Form F or alternative security as described in Section 2.18 of this ITP.
 - 34 3. **Letters from Sureties** addressing Contract Bonds. The letters of commitment from
35 Sureties (who meet the requirements of Section 2.18 of this ITP) agreeing to issue the
36 Contract Bonds as required in Section 2.18 of this ITP.

37 **Part II: Upset Amount Determination**

38

39 **Form C (Upset Amount Determination).** The Proposer shall indicate on Form C whether the Total
40 Proposal Price is less than or equal to the upset amount.
41

1 **4.0 PROPOSAL EVALUATION PROCESS**

2 **4.1 GENERAL**

3 WSDOT will award the Contract (if at all) to the responsive Proposer who has complied with the
 4 requirements of the RFP, is technically qualified, and has the Best Value Proposal, as determined in
 5 accordance with this Section. WSDOT will notify the successful Proposer and the unsuccessful Proposers.
 6

7 **4.2 TECHNICAL EVALUATION SCORING SUMMARY**

8 The technical evaluation factors are tabulated in Table 4-1 below. Proposers may be disqualified for
 9 receiving a “Fail” for any evaluation factor that is scored “Pass/Fail” (P/F). The technical evaluation
 10 score will be calculated by summing the Proposer’s points received out of the Max Score shown in
 11 Table 4-1. During the evaluation process, information in any section listed in Table 4-1 can be used when
 12 scoring other sections.

13 **Table 4-1. Technical Evaluation Score Sheet**

TECHNICAL PROPOSAL (Sections 1-6)	MAX SCORE
Section 1 - Executive Summary	P/F
Section 2 – Proposer’s Approach to Management of the Project	10,000,000
Project Management Approach	
Organizational Structure and Key Personnel	
Subcontractor and Labor Management Approach	
Quality Management Approach	
Risk Management Plan	
Section 3 – Preliminary Baseline Contract Schedule	20,000,000
Section 4 – Tunnel Roadway Clearance Envelope	20,000,000
Section 5 – Excavation and Support of Bored Tunnel and Management of Ground Deformation Impacts	40,000,000
Geotechnical Design Assumptions and Design Parameters for the Bored Tunnel	
TBM Design and Operations	
TBM Maintenance Plan	
Deformation Mitigation	
Structures and Utility Deformation Assumptions and Design Parameters	
Measures to Manage Deformation	

TECHNICAL PROPOSAL (Sections 1-6)	MAX SCORE
Section 6 – Design and Construction, Except Tunneling	10,000,000
Proposed Design Plans and Details	
Construction Phasing and Staging	
Geotechnical Design Assumptions and Design Parameters Not Related to Tunneling	
Cut-and-Cover Tunnel Design and Construction	
Bored Tunnel Interior Design and Construction	
Tunnel Operations Buildings	
TOTAL MAXIMUM AVAILABLE TECHNICAL CREDITS	100,000,000
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
DBE Performance Plan	P/F
Employment Plan	P/F
Form E (Identification of Proposer, Guarantors, Major Participants, Earthwork Subcontractors, Structures Subcontractors, and Each Subconsultant and Subcontractor Performing 20 Percent or More of the Design-Build Work)	P/F
Form G (Non-Collusion Declaration)	P/F
Form H (Certification of Federal-Aid Contracts)	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
Information and Work Site Certification	P/F
Certification Regarding Changes to Key Personnel and Major Participants	P/F
Certification Regarding Right of Way	P/F

TECHNICAL PROPOSAL (Sections 1-6)	MAX SCORE
Form M (Stipend Agreement)	P/F
Form O (WSDOT Form 271-015 Subcontractor List)	P/F
Form R (Organizational Conflicts of Interest – Disclosure and Avoidance/Neutralization Plan)	P/F
Form S (Organizational Conflicts of Interest Certification)	P/F
Appendix B – Resumes (limited to 3 pages per person)	
Appendix C - Approved ATCs	
Appendix D – Plans and Technical Data	
Appendix E – Proposer’s Approach to Minimizing Tunneling Impacts on Structures and Utilities (Form T, Deformation Mitigation Description, if used)	
PRICE PROPOSAL (Section 7)	
Section 7 - Price Proposal	
Part I - Price Proposal	P/F
Form B (Price Proposal Form)	P/F
Form F (Proposal Bond)	P/F
Letters from Sureties	P/F
Part II - Upset Amount Determination	
Form C (Upset Amount Determination)	P/F
GRAND TOTAL	100,000,000

1
2
3
4
5
6
7
8
9

4.3 RESPONSIVENESS AND PASS/FAIL REVIEW

4.3.1 INITIAL RESPONSIVENESS EVALUATION

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

1 **4.3.2 UPSET AMOUNT**

2 As part of the responsiveness evaluation, WSDOT will review Form C provided in each Price
3 Proposal package to determine if the respective Total Proposal Prices are less than, equal to, or
4 greater than the Upset Amount. The Upset Amount is defined as One Billion Ninety Million and
5 No/100 Dollars (\$1,090,000,000.00). Failure to include Form C may result in the Proposal being
6 declared non-responsive and the Proposer being disqualified.

7
8 If more than one of the Total Proposal Prices are less than or equal to the Upset Amount, WSDOT
9 will evaluate all Proposals and may proceed to award the Contract based on the best value
10 determination (as described in Section 4.6 of this ITP) to any Proposer whose Total Proposal Price is
11 less than or equal to the Upset Amount. WSDOT may also elect to proceed with discussions with the
12 Proposers, followed by a request for Best and Final Offers (BAFOs) from all Proposers or cancel the
13 RFP.

14
15 If only one Total Proposal Price is less than or equal to the Upset Amount, WSDOT will evaluate
16 each Proposal to ensure substantial compliance with the requirements of the RFP, including, but not
17 limited to, identifying Proposal Commitments. If the Proposal having its Total Proposal Price less
18 than or equal to the Upset Amount is found in substantial compliance with the RFP, WSDOT may
19 open the corresponding Price Proposal, declare the apparent Best Value Proposal, and proceed
20 towards award of the Contract. Conversely, WSDOT may also elect to proceed with discussions
21 with the Proposers, followed by a request for Best and Final Offers (BAFOs) from all Proposers or
22 cancel the RFP.

23
24 If no Proposal has a Total Proposal Price less than or equal to the Upset Amount, WSDOT will either
25 proceed directly with discussions with the Proposers followed by a request for BAFOs or cancel the
26 RFP. In such event, WSDOT may review the Proposals for responsiveness and also with reference
27 to possible discussions with the Proposers.

28
29 This Upset Amount evaluation will be performed by the WSDOT Contract Ad and Award Manager
30 in strict confidence upon receipt of all Proposals. After completion of said review, each Form C will
31 be resealed in its designated envelope and placed back with its respective Price Proposals. The
32 WSDOT Contract Ad and Award Manager will hold all information regarding the identity of all
33 Proposers as related to the Upset Amount Determination strictly confidential; except that in the event
34 that only one Total Proposal Price is less than or equal to the Upset Amount, the identity of said
35 Proposer may be released. No information regarding the Upset Amount Determination shall be
36 given to any individuals involved in the technical evaluation process. If a Proposal is deemed
37 unacceptable based solely on price magnitude being greater than the Upset Amount, the Proposer
38 will still be eligible for the Stipend provided all other criteria relative to the Stipend are met.

39
40 **4.3.3 PASS/FAIL CRITERIA EVALUATION**

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

- 42
43 • Business form of Proposers and team members shall meet Project requirements;
- 44 • The Major Participants and Key Personnel listed in the Proposal shall not have changed
45 since submission of its SOQ, or the Proposer shall have previously advised WSDOT of a
46 change and received WSDOT's written approval for the change;
- 47 • Proposal Bond (or alternative security) and Surety commitment letter has been provided
48 as required by Section 2.18 of this ITP;

- 1 • Proposer information, certifications, and documents as listed in Section 3.3 of this ITP
2 are included in the Proposal and are complete, accurate, and responsive, and they do not
3 identify any material adverse changes from the information provided in the SOQ
4 information; and
- 5 • The Proposer has provided all other forms and documentation required by this ITP.

6 A Proposal must receive an initial “Pass” on all Pass/Fail criteria listed in the RFP for the Proposal to
7 be further evaluated. WSDOT may, at its sole discretion, request a Proposer to provide clarifications
8 for purposes of determining whether the Pass/Fail criteria are met. Failure to achieve a “Pass” rating
9 on a Pass/Fail factor may result in the Proposal being declared non-responsive and the Proposer
10 being disqualified. Failure to submit information in the manner, format and detail specified may
11 result in the Proposal receiving a “Fail” rating and being declared non-responsive. Even though a
12 Proposal receives an initial “Pass” allowing technical evaluation to proceed, the Proposal may later
13 be determined to have failed.

14
15 The Executive Summary will be evaluated Pass/Fail, but information can be used during evaluation
16 of other sections.

18 **4.4 EVALUATION OF THE TECHNICAL PROPOSAL**

19 To determine the Proposal technical score, WSDOT will evaluate each of the technical requirements
20 described in Section 3.3 of this ITP, using the evaluation criteria described in Section 3.3 of this ITP, The
21 Technical Evaluation Score Sheet in Section 4.2 of this ITP identifies the maximum scoring for each
22 technical requirement.

24 **4.5 PROPOSER PRESENTATIONS**

25 Section not used.

27 **4.6 BEST VALUE DETERMINATION**

28 Proposal Rating

29
30 Each responsive Proposal will be assigned an Apparent Best Value Score (ABVS) as determined by the
31 following equation:

$$32 \qquad \qquad \qquad \text{ABVS} = \$P - (\text{Sum of all TCs})$$

33
34 Where:

35 ABVS = The Apparent Best Value Score
36 \$P = The Total Proposal Price as provided on Form B
37 TC = Assigned Technical Credits

38
39
40
41 The Apparent Best Value Proposal will be the responsive Proposal with the lowest ABVS.

43 **4.7 BEST AND FINAL OFFERS**

44 WSDOT does not currently intend to request Best and Final Offers (BAFOs), but reserves the right to do
45 so. If all Total Proposal Prices exceed the Upset Amount, it is likely that WSDOT will request BAFOs.
46 There may be other circumstances in which BAFOs may be requested (refer to Section 4.3 of this ITP).

1
2 In the event that any Proposer requested to submit a proposal revision or BAFO fails to provide a
3 proposal revision or BAFO, or delivers a proposal revision or BAFO that is deemed unacceptable or late,
4 WSDOT shall have the right to consider as valid such Proposer's initial or subsequently revised Proposal
5 and to award the Contract to such Proposer based on its initial or subsequently revised Proposal.
6
7

8 **5.0 CONTRACT AWARD AND EXECUTION**

9 Following selection of a Proposer by WSDOT and verification that the Proposer has complied with the
10 requirements of the RFP, WSDOT will deliver five (5) sets of execution copies of the Contract to the
11 selected Proposer. To be awarded the Contract, the selected Proposer must satisfy WSDOT's Contract
12 Award requirements by executing and delivering the Contract, together with all other required documents
13 described below, within 20 Calendar Days of receipt of the execution copies of the Contract from
14 WSDOT. WSDOT will return one copy of the Contract executed by WSDOT within 14 Calendar Days
15 of receipt of all of the following required documents from the Proposer:
16

- 17 • Executed Contract;
- 18 • Evidence of authorization to execute the Contract, in the form of a certified resolution of the
19 governing body of Proposer expressly stating such body's authorization to execute the
20 Contract and, if the Proposer is a partnership, joint venture, unincorporated association, or
21 limited liability company, of the governing bodies of the entity's partners or members;
- 22 • Contract Bonds issued by the Surety listed in the Proposal, or an equivalent Surety meeting
23 the requirements set forth in Section 2.18 of this ITP;
- 24 • The insurance policies, endorsements, and/or certificates required under Article 20 of the
25 Contract; and
- 26 • Evidence that the Proposer, its Major Participants, and other identified subcontractors hold all
27 licenses as of award necessary to perform the Work.
- 28 • If applicable, the guaranties in the form attached as Form K, together with appropriate
29 evidence of authorization thereof.

30 **5.1 DEBRIEFING**

31 Within 60 Calendar Days after execution and delivery of the Contract, WSDOT will be available for an
32 oral debriefing session upon written request made to WSDOT's Representative by an authorized
33 representative of an unsuccessful Proposer.
34
35

36 **6.0 PROPOSER STIPENDS**

37 **6.1 GENERAL**

38 Except as otherwise provided in this Section 6.0, WSDOT will pay a Stipend of \$4,000,000 to each
39 Proposer that provides a responsive Proposal, provided that such Proposer has timely executed and
40 delivered the Stipend Agreement (Form M) to WSDOT and has submitted a request for payment to
41 WSDOT. Such request shall be submitted within 7 Calendar Days after Notice of Award is posted.

1
2 If no Contract award is made, all responsive Proposers that have timely executed and delivered the
3 Stipend Agreement will receive the Stipend. The Stipend will be paid within 45 Calendar Days after
4 award of the Contract or the decision not to award a Contract.

5
6 No Proposer shall be entitled to reimbursement of any of its costs in connection with the RFP except as
7 specified in this Section. A Proposer that has submitted a non-responsive Proposal will not earn a
8 Stipend.

9
10 In consideration for paying the Stipend, WSDOT reserves the right to use any ideas or information
11 contained in the unsuccessful Proposals in connection with any Contract awarded for the Project or with
12 any subsequent procurement, without any obligation to pay any additional compensation to the Proposer.
13 Each Proposer acknowledges that WSDOT will have the right to inform the successful Proposer, after
14 award, regarding the contents of all Proposals for which stipends have been (or will be) paid, for the
15 purpose of allowing concepts to be reviewed by the selected Design-Builder and incorporated into the
16 Contract as deemed advisable. WSDOT will provide the successful Proposer with all the ATCs as soon
17 as practicable so as to allow the Design-Builder to consider whether to submit a Design-Builder Initiated
18 Change Proposal incorporating said ATCs into the Contract. Furthermore, upon the Proposers' receipt of
19 payment, the right to use such work product will extend to other projects undertaken by WSDOT, as
20 WSDOT deems appropriate. However, WSDOT acknowledges that the use of any of the work product by
21 WSDOT or the Design-Builder is at the sole risk and discretion of WSDOT and the Design-Builder, and
22 it will in no way be deemed to confer liability on the unsuccessful Proposer.

23 24 **6.2 CANCELATION OF PROCUREMENT PRIOR TO PROPOSAL DUE** 25 **DATE**

26 In the event that WSDOT cancels the procurement prior to the Proposal Due Date, WSDOT will make the
27 following applicable prorated Stipend payment available to each Proposer meeting the conditions herein.
28 The prorated Stipend is as follows:
29

30 **Table 6-1. Prorated Stipend**

WSDOT CANCELATION ON OR BEFORE DATE	MAXIMUM NOT TO EXCEED PRORATED STIPEND
July 31, 2010	\$2,000,000
August 31, 2010	\$3,200,000
September 30, 2010	\$3,600,000

31
32 In order to be eligible to receive a prorated Stipend payment the Proposer shall submit to WSDOT, within
33 60 days of cancelation of the procurement, all electronic files and documents developed or assembled by
34 the Proposer and its team members for the Proposal up to the time of cancelation together with a list of all
35 files and documents supplied and a certification that no files or documents have been withheld. The
36 material shall be organized in a format consistent with the ITP Proposal submittal requirements. In
37 addition, the Proposer shall submit to WSDOT, along with such files and documents, a certified statement
38 regarding costs incurred by the Proposer and its team members in developing the Proposal up to the date
39 of cancelation, together with backup documentation demonstrating such costs.

40
41 All submitted documents and backup information will be subject to an audit at WSDOT's discretion for
42 the purpose of validating that the Proposer intended to submit a responsive Proposal and undertook good
43 faith efforts to develop such a Proposal, up to the date of termination. Financial information included in
44 the submittal will be considered confidential to the extent allowed by law.
45

1 Only those Proposers who comply with the above requirements will be eligible to receive a prorated
2 Stipend. For each Proposer, the prorated Stipend payment shall be in an amount equal to the lesser of (a)
3 the Proposer's preparation costs and (b) the applicable "Maximum Not to Exceed Prorated Stipend"
4 amount designated in Table 6-1 of this Section. WSDOT shall have sole discretion to determine whether
5 a Proposer has met the eligibility requirements for a prorated Stipend and whether sufficient
6 documentation has been submitted regarding costs incurred.

7 8 9 **7.0 PROTESTS**

10 **7.1 PROTEST PROCEDURES**

11 This Section sets forth the exclusive protest remedies available with respect to the RFP. Each Proposer,
12 by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein,
13 expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided
14 herein, shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. These
15 protest procedures are included in the RFP expressly in consideration for such waiver and agreement by
16 the Proposers. Such waiver and agreement by each Proposer are also consideration to each other
17 Proposer for making the same waiver and agreement.

18
19 If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set forth in the RFP,
20 it shall indemnify, defend, protect, and hold harmless WSDOT, its officers, officials, employees, agents,
21 representatives, and consultants from and against all liabilities, expenses, costs (including attorneys' fees
22 and costs), fees, and damages incurred or suffered as a result. The submission of a Proposal by a
23 Proposer shall be deemed the Proposer's irrevocable and unconditional agreement with such
24 indemnification obligation.

25 26 **7.2 PROTESTS REGARDING RFP DOCUMENTS**

27 The Proposer may protest the terms of the RFP prior to the time for submission of Proposals on the
28 grounds that (a) a material provision in the RFP is ambiguous; (b) any aspect of the procurement process
29 described herein is contrary to legal requirements applicable to this procurement; or (c) the RFP in whole
30 or in part exceeds the authority of WSDOT. Protests regarding the RFP shall be filed only after the
31 Proposer has submitted a written request for clarification prior to the Proposal Date set forth in
32 Section 1.5 of this ITP in an effort to remove the grounds for protest.

33
34 Protests regarding the RFP shall completely and succinctly state the grounds for protest and shall include
35 all factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary
36 statements, if any, shall be submitted under penalty of perjury.

37
38 Protests regarding the RFP shall be filed as soon as the basis for protest is known to the Proposer, but in
39 any event, it must be actually received no later than 10 Calendar Days before the Proposal Date, provided
40 that protests regarding an addendum to the RFP shall be filed and actually received no later than
41 5 Calendar Days after the addendum to the RFP is issued (or no later than the Proposal Date, if earlier).
42 Protests regarding the RFP shall be filed in writing by hand delivery or courier to the Protest Official,
43 with a copy to WSDOT's Representative and the other Proposers. The "Protest Official" is defined as:

44
45 Dave Mariman
46 WSDOT Contract Ad & Award Office
47 P. O. Box 47360
48 Olympia, WA 98504-7360
49

1 WSDOT will distribute copies of the protest to the other Proposers and may, but need not, request other
2 Proposers to submit statements or arguments regarding the protest and may, at its sole discretion, discuss
3 the protest with the protesting Proposer. If other Proposers are requested to submit statements or
4 arguments, they may file a statement in support of or in opposition to the protest within seven calendar
5 days of the request.

6
7 The protesting Proposer shall have the burden of proving its protest by clear and convincing evidence.
8 No hearing will be held on the protest unless the Protest Official or his designee agrees to a hearing. The
9 Protest Official or his designee will decide the protest on the basis of the written submissions within
10 15 Calendar Days after the Protest Official receives the protest. The Protest Official will furnish copies of
11 the decision in writing to WSDOT's Representative and each Proposer. The decision shall be final and
12 conclusive and not subject to legal challenge unless wholly arbitrary. If necessary to address the issues
13 raised in the protest, WSDOT will make appropriate revisions to the RFP by issuing addenda. WSDOT
14 may, in its sole discretion, extend the Proposal Date.

15
16 Notwithstanding the existence of a protest, WSDOT may, in its sole discretion, continue the procurement
17 process or any portion thereof.

18
19 The failure of a Proposer to raise a ground for a protest regarding the RFP within the applicable period
20 shall constitute an unconditional waiver of the right to protest the terms of the RFP and shall preclude
21 consideration of that ground in any protest unless such ground was not and could not have been known to
22 the Proposer in time to protest prior to the final date for such protests.

23 24 **7.3 PROTESTS REGARDING RESPONSIVENESS DETERMINATION OR** 25 **AWARD**

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

30
31 Notice of protest of any non-responsiveness determination must be filed within 5 days after the
32 notification of non-responsiveness. Notice of protest of any award by WSDOT must be filed within
33 9 days after WSDOT's opening of the Price Proposals.

34
35 Within 7 Days of the Notice of Protest, the protesting Proposer must file with the Protest Official, with a
36 copy to WSDOT's Representative and the other Proposers, a detailed statement of the grounds, legal
37 authorities, and facts, including all documents and evidentiary statements, in support of the protest.
38 Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Proposer shall
39 have the burden of proving its protest by clear and convincing evidence.

40
41 Failure to file a Notice of Protest or a detailed statement within the applicable period shall constitute an
42 unconditional waiver of the right to protest the evaluation or qualification process and decisions
43 thereunder, other than any protest based on facts not reasonably ascertainable as of such date.

44
45 WSDOT's Representative and the other Proposers may file by hand delivery or courier to the Protest Official,
46 with a copy to the protesting Proposer, a statement in support of or in opposition to the protest. Other
47 Proposers shall also deliver a copy of their statement to WSDOT's Representative. Such statements must be
48 filed within 7 days after the protesting Proposer files its detailed statement of protest.

49
50 Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except, in
51 the sole discretion of the Protest Official or his designee, a hearing or argument may be permitted if

1 necessary for protection of the public interest or an expressed, legally recognized interest of a Proposer or
2 WSDOT. The Protest Official or his designee will issue a written decision regarding the protest within
3 15 days after the Protest Official receives the detailed statement of protest. Such decision shall be final and
4 conclusive and not subject to legal challenge unless wholly arbitrary. The Protest Official or his designee will
5 deliver the written decision to WSDOT's Representative and each Proposer.
6

7 If the Protest Official or his designee concludes that the Proposer filing the protest has established a basis
8 for protest, the Protest Official or his designee will determine what remedial steps, if any, are necessary or
9 appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing
10 or revising the decisions, issuing a new request for proposals, or taking other appropriate actions.
11

12 **7.4 JUDICIAL REVIEW**

13 Any decision made by WSDOT regarding the award and execution of the Contract or Proposal rejection
14 shall be conclusive subject to the scope of judicial review permitted under Washington Law. Documents
15 requesting such review, if any, shall be timely filed in the Superior Court of Thurston County,
16 Washington.
17

PROPOSAL FORMS

- 1
- 2 Form A Design-Build Proposal Form and Signature Page
- 3 Form B Price Proposal
- 4 Form C Upset Amount Determination
- 5 Form D Contract Time/Milestone Completion Deadlines
- 6 Form E Identification of Proposer, Guarantors, Major Participants, Earthwork Subcontractors,
7 Structures Subcontractors and Each Subconsultant and Subcontractor Performing 20
8 Percent or More of the Design-Build Work
- 9 Form F Proposal Bond
- 10 Form G Non-Collusion Declaration
- 11 Form H Certification for Federal-Aid Contracts
- 12 Form K Form of Guaranty
- 13 Form M Stipend Agreement
- 14 Form O WSDOT Form 271-015 Subcontractor List
- 15 Form R Organizational Conflict of Interest Certification
- 16 Form S Organizational Conflicts of Interest – Disclosure and Avoidance/
17 Neutralization/Mitigation Plan
- 18 Form T Deformation Mitigation Description
- 19

- 1 4) Proposer acknowledges receipt, understanding, and full consideration of all RFP documents,
2 other documents identified on the Project Web site (www.wsdot.wa.gov) and the following
3 Addenda and set of questions and answers to the RFP:
4
5 [list Addenda, if applicable, and sets of questions and answers]
6
7 5) Proposer certifies that it has carefully examined and is fully familiar with the RFP documents
8 and is satisfied that such provisions provide sufficient detail regarding the Work and the other
9 obligations of the Design-Builder under the Contract and do not contain internal
10 inconsistencies; that it has carefully checked all the words, figures and statements in its
11 Proposal; that it has conducted such other field investigations and additional design
12 development which are prudent and reasonable in preparing this Proposal, including a
13 thorough review of all of the RFP documents; and that it has notified WSDOT of any
14 deficiencies in or omissions from any RFP documents or other documents provided by
15 WSDOT and of any unusual site conditions observed prior to the date hereof.
- 16 6) Proposer agrees that its Statement of Qualifications, as modified by this Proposal, is
17 incorporated into this Proposal as if fully set forth herein. Proposer certifies that each, every,
18 and all of the representations made by Proposer in this Proposal are true and correct.
- 19 7) Proposer understands that WSDOT is not bound to accept the lowest priced Proposal or any
20 Proposal.
- 21 8) Proposer further understands that all costs and expenses incurred by it in preparing this
22 Proposal and participating in the RFP process will be borne solely by the Proposer, except to
23 the extent that the Proposer receives the Stipend as provided for in the RFP.
- 24 9) Proposer agrees that WSDOT will not be responsible for any errors, omissions, inaccuracies,
25 or incomplete statements in this Proposal.
- 26 10) This Proposal shall be governed by and construed in all respects according to the laws of the
27 State of Washington.

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

30
31 Dated: _____, 20__ Proposer: _____
32

33 *[Insert name of the Proposer, identify the type of organization and state or country of organization, and if the*
34 *Proposer is a joint venture provide signature blocks for each joint venture member.]*
35

36 *[Insert appropriate signature block from below.]*
37
38

39 1) Sample signature block for Corporation or Limited Liability Company:

40
41 *[Insert the Proposer's name]*
42

43 By: _____
44

45 Print Name: _____
46

47 Title: _____

1
2) Sample signature block for Partnership or Joint Venture:
3
4 *[Insert the Proposer's name]*
5
6 By: [Insert general partner's or member's name]
7
8 Print Name: _____
9
10 Title: _____
11
12 By: _____
13
14 Print Name: _____
15
16 Title: _____
17 *[Add signatures of additional general partners or members as appropriate. If Proposer is a joint venture, all joint*
18 *venture members must individually execute this document.]*
19
20
21 3) Sample signature block for Attorney in Fact:
22
23 *[Insert the Proposer's name]*
24
25 By: _____
26
27 Print Name: _____
28
29 Attorney in Fact: _____
30
31

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

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

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

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

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

1 **Bid Item Description**

2
3 **Bid Items 1, 2, and 3**

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

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

6
7
8 **Bid Item 4**

9 Design Build Work – Bored Tunnel

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

12
13
14 **Bid Items 5 and 6**

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

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

17
18
19 **Bid Item 7, 8 and 9**

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

21
22
23 **Bid Item 10**

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

26
27
28 **Bid Item 11**

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

30
31
32 **Bid Items 12, 13, and 14**

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

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

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

Bid Items 22, 23, and 24

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

Bid Item 30

Compensation Grouting From Within Building

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

Bid Item 31

Compaction & Contact Grouting From Within Building

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

Bid Item 32

Compensation Grouting From Shaft or Ground Surface

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

1 equipment, and material between locations where building protection is required. Time for initial crew, equipment, and material
2 mobilization and final crew, equipment, and material demobilization shall not be measured for payment. Payment for Advance Mitigation
3 work is made separately.
4

5
6 **Bid Item 33**

7 Compaction & Contact Grouting From Shaft or Ground Surface

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

14
15 **Bid Item 34**

16 Grout Hole in Tunnel Liner

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

23
24
25 [DESIGN-BUILDER SIGNATURE]

26
27
28 By: _____

29
30 Name: _____

31 Title: _____
32
33
34

FORM C

UPSET AMOUNT DETERMINATION

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

Proposer Name: _____

Is the Total Proposal Price less than or equal to the Upset Amount (\$1,090,000,000)?

Check One:

_____ Yes

_____ No

Date: _____

Signature: _____

Title: _____

FORM D

CONTRACT TIME / MILESTONE COMPLETION DEADLINES

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

Name of Proposer: _____

Contract Time Bid: _____ (NTP 2 To Substantial Completion)

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

Milestones	Milestone Completion Deadlines
	Calendar Days from NTP 2
A. DB Design Concept for interface with South Access (M-S5 in TR 2.58)	A. <u>505 Calendar Days</u>
B. Site Handback – Stage 1 (M-S7 in TR 2.58)	B. <u>717 Calendar Days</u>
C. Site Handback – Stage II (M-S8 in TR 2.58)	C. <u>1,600 Calendar Days</u>
D. Site Handback – Stage III (M-S9 in TR 2.58)	D. <u>1,721 Calendar Days</u>
E. Site Handback – Stage IV (M-S10 in TR 2.58)	E. <u>1,905 Calendar Days</u>
F. DB Design Concept for interface with North Access (M-N3 in TR 2.58)	F. <u>413 Calendar Days</u>
G. Site Handback – Stage II (M-N4 in TR 2.58)	G. <u>1,204 Calendar Days</u>
H. DB Allows Access to Tunnel Operations Building and Cut-And-Cover Structure to Others to Pull Wire and Install Equipment (M-N6 in TR 2.58)	H. <u>1,600 Calendar Days</u>
I. Other Milestones (if proposed)	I. _____ Calendar Days

Note:

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

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

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

Name of Entity and Contact Information (address, representative, phone, fax, e-mail)	Role In Organization (e.g., Design-Builder, Equity Owner in Proposer, Guarantor, Other Major Participant or Subcontractor)	State of Washington Contractor License and License Limit (attach copies)	Description of Work/Services

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

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

STATE OF _____)
) SS:
COUNTY OF _____)

The undersigned, being first duly sworn, deposes and says that _____
is the _____ of _____ and _____
is the _____ of _____, which entity(ies) are the
_____ of _____, the
Proposer identified in the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

Signature: _____
Printed Name: _____
Title: _____
Subscribed and sworn to before me this ____ day of _____, 2010.

Notary Public in and for said County and State

[Seal]

MY COMMISSION EXPIRES: _____



Washington State
Department of Transportation

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3 **FORM F**
4 **PROPOSAL BOND**

5 **Washington State Department of Transportation**
6 **Design-Build Request for Proposals**
7 **SR 99 Bored Tunnel Alternative Design-Build Project**
8

9
10 KNOW ALL MEN BY THESE PRESENTS, That we,

11 of _____ as principal, and the
12
13
14 _____

15
16 a corporation duly organized under the laws of the State of Washington, and authorized to do business in
17 the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full and
18 penal sum of 5% of the Total Proposal Price of said principal for the work hereinafter described, for the
19 payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns,
20 and successors and assigns, firmly by these presents.

21
22 The condition of this bond is such, that whereas the principal herein is herewith submitting his or
23 its sealed proposal for the following highway construction, to wit:

24
25 **SR 99 Bored Tunnel Alternative Design-Build Project**

26
27 said Proposal, by reference thereto, being made a part hereof.
28

29 NOW, THEREFORE, if the said Proposal by said principal be accepted, and the contract be
30 awarded to said principal, and if said principal shall duly make and enter into and execute said contract
31 and shall furnish bond as required by the Department of Transportation within a period of 20 days from
32 and after said award, exclusive of the day of such award, then this obligation shall be null and void,
33 otherwise it shall remain and be in full force and effect.
34

35 IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed
36 and sealed this _____ day of _____, _____.
37
38

39
40 _____
41 (Principal)

42
43 _____
44 (Surety)

45
46 _____
47 (Attorney-in-fact)

48 *DOT Form 272-001 EF Revised 12/97*
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FORM H

Certification for Federal Aid Contracts

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

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

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

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

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

1 such payment had never been made. Guarantor covenants that this Guaranty will not be
2 fulfilled or discharged, except by the complete payment and performance of the Guaranteed
3 Obligations, whether by the primary obligor or Guarantor under this Guaranty. Without
4 limiting the generality of the foregoing, Guarantor's obligations hereunder will not be
5 released, discharged, or otherwise affected by (a) any change in the Project Documents or the
6 obligations thereunder, or any insolvency, bankruptcy, or similar proceeding affecting the
7 Design-Builder, Guarantor, or their respective assets, and (b) the existence of any claim or
8 set-off which the Design-Builder has or Guarantor may have against WSDOT, whether in
9 connection with this Guaranty or any unrelated transaction, provided that nothing in this
10 Guaranty will be deemed a waiver by Guarantor of any claim or prevent the assertion of any
11 claim by separate suit. This Guaranty will in all respects be a continuing, absolute, and
12 unconditional guaranty irrespective of the genuineness, validity, regularity, or enforceability
13 of the Guaranteed Obligations or any part thereof or any instrument or agreement evidencing
14 any of the Guaranteed Obligations or relating thereto, or the existence, validity,
15 enforceability, perfection, or extent of any collateral therefore or any other circumstances
16 relating to the Guaranteed Obligations which might otherwise constitute a defense to the
17 Guaranteed Obligations of this Guaranty.

18 3. **Independent Obligations.** Guarantor agrees that the Guaranteed Obligations are
19 independent of the obligations of the Design-Builder and if any default occurs hereunder, a
20 separate action or actions may be brought and prosecuted against Guarantor whether or not
21 the Design-Builder is joined therein. WSDOT may maintain successive actions for other
22 defaults of Guarantor. WSDOT's rights hereunder will not be exhausted by the exercise of
23 any of its rights or remedies or by any such action or by any number of successive actions
24 until and unless all Guaranteed Obligations have been paid and fully performed.

25 a. Guarantor agrees that WSDOT may enforce this Guaranty, at any time and from time
26 to time, without the necessity of resorting to or exhausting any security or collateral
27 and without the necessity of proceeding against the Design-Builder. Guarantor
28 hereby waives the right to require WSDOT to proceed against the Design-Builder, to
29 exercise any right or remedy under any of the Project Documents or to pursue any
30 other remedy or to enforce any other right.

31 b. Guarantor will continue to be subject to this Guaranty notwithstanding: (i) any
32 modification, agreement, or stipulation between the Design-Builder and WSDOT or
33 their respective successors and assigns, with respect to any of the Project Documents
34 or the Guaranteed Obligations; (ii) any waiver of or failure to enforce any of the
35 terms, covenants, or conditions contained in any of the Project Documents or any
36 modification thereof; (iii) any release of the Design-Builder from any liability with
37 respect to any of the Project Documents; or (iv) any release or subordination of any
38 collateral then held by WSDOT as security for the performance by the Design-
39 Builder of the Guaranteed Obligations.

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

44 4. **Liability of Guarantor**

45 a. WSDOT may enforce this Guaranty upon the occurrence of a breach by the Design-
46 Builder of any of the Guaranteed Obligations, notwithstanding the existence of any

1 dispute between WSDOT and the Design-Builder with respect to the existence of
2 such a breach.

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

6
7 WSDOT, upon such terms as it deems appropriate, without notice or demand and without
8 affecting the validity or enforceability of this Guaranty or giving rise to any reduction,
9 limitation, impairment, discharge, or termination of Guarantor’s liability hereunder, from
10 time to time may (i) with respect to the financial obligations of the Design-Builder, renew,
11 extend, accelerate, increase the rate of interest on, or otherwise change the time, place,
12 manner, or terms of payment of such financial obligations that are Guaranteed Obligations,
13 and/or subordinate the payment of the same to the payment of any other obligations; (ii)
14 settle, compromise, release or discharge, or accept or refuse any offer of performance with
15 respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto;
16 (iii) request and accept other guarantees of the Guaranteed Obligations and take and hold
17 security for the payment and performance of this Guaranty or the Guaranteed Obligations;
18 (iv) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter,
19 subordinate, or modify, with or without consideration, any security for performance of the
20 Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other
21 obligation of any Person with respect to the Guaranteed Obligations; (v) enforce and apply
22 any security hereafter held by or for the benefit of WSDOT in respect of this Guaranty or the
23 Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other
24 right or remedy that WSDOT may have against any such security, as WSDOT in its
25 discretion may determine; and (vi) exercise any other rights available to it under the Project
26 Documents.

27
28 This Guaranty and the obligations of Guarantor hereunder will be valid and enforceable and
29 will not be subject to any reduction, limitation, impairment, discharge, or termination for any
30 reason (other than infeasible performance in full of the Guaranteed Obligations), including
31 without limitation the occurrence of any of the following, whether or not Guarantor will have
32 had notice or knowledge of any of them: (i) any failure or omission to assert or enforce or
33 agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by
34 operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any
35 right, power, or remedy (whether arising under the Project Documents, at law, in equity, or
36 otherwise) with respect to the Guaranteed Obligations or any agreement or instrument
37 relating thereto; (ii) any rescission, waiver, amendment, or modification of, or any consent to
38 departure from, any of the terms or provisions (including without limitation provisions
39 relating to events of default) of the Project Documents or any agreement or instrument
40 executed pursuant thereto; (iii) WSDOT’s consent to the change, reorganization, or
41 termination of the corporate structure or existence of the Design-Builder; (iv) any defenses,
42 set-offs, or counterclaims that the Design-Builder may allege or assert against WSDOT in
43 respect of the Guaranteed Obligations, including but not limited to failure of consideration,
44 breach of warranty, payment, statute of frauds, accord and satisfaction, and usury; and (v) any
45 other act or thing or omission, or delay to do any other act or thing, which may or might in
46 any manner or to any extent vary the risk of Guarantor as an obligor in respect of the
47 Guaranteed Obligations.

- 48 5. **Waivers.** To the fullest extent permitted by law, Guarantor hereby waives and agrees not to
49 assert or take advantage of: (a) any right to require WSDOT to proceed against the Design-
50 Builder or any other Person or to proceed against or exhaust any security held by WSDOT at

1 any time or to pursue any right or remedy under any of the Project Documents or any other
2 remedy in WSDOT's power before proceeding against Guarantor; (b) any defense that may
3 arise by reason of the incapacity, lack of WSDOT, death or disability of, or revocation hereof
4 by Guarantor, the Design-Builder, or any other Person or the failure of WSDOT to file or
5 enforce a claim against the estate (either in administration, bankruptcy, or any other
6 proceeding) of any such Person; (c) any defense that may arise by reason of any presentment,
7 demand for payment or performance or otherwise, protest or notice of any other kind or lack
8 thereof; (d) any right or defense arising out of an election of remedies by WSDOT even
9 though the election of remedies, such as non-judicial foreclosure with respect to any security
10 for the Guaranteed Obligations, has destroyed the Guarantor's rights of subrogation and
11 reimbursement against the Design-Builder by the operation of law or otherwise; (e) all
12 notices to Guarantor, to the Design-Builder, or to any other Person, including, but not limited
13 to, notices of the acceptance of this Guaranty or the creation, renewal, extension,
14 modification, accrual of any of the obligations of the Design-Builder under any of the Project
15 Documents, or of default in the payment or performance of any such obligations, enforcement
16 of any right or remedy with respect thereto, or notice of any other matters relating thereto;
17 (f) any requirements of diligence or promptness on the part of WSDOT; (g) any defense
18 arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any
19 agreement or instrument relating thereto or by reason of the cessation of the liability of the
20 Design-Builder or any other Person from any cause other than infeasible performance in
21 full of the Guaranteed Obligations; (h) any defense based upon any statute or rule of law
22 which provides that the obligation of a surety must be neither larger in amount nor in other
23 respects more burdensome than that of the principal or which reduces a surety's or
24 guarantor's obligation in proportion to the principal obligation; (i) any defense based upon
25 any act or omission of WSDOT which directly or indirectly results in or aids the discharge or
26 release of the Design-Builder, Guarantor, or any security given or held by WSDOT in
27 connection with the Guaranteed Obligations; and (j) any and all suretyship defenses under
28 applicable law.

29 6. **Waiver of Subrogation and Rights of Reimbursement; Subordination.** Until the
30 Guaranteed Obligations have been infeasibly paid in full, Guarantor waives any claim,
31 right, or remedy which it may now have or may hereafter acquire against the Design-Builder
32 that arises from the performance of Guarantor hereunder, including, without limitation, any
33 claim, right, or remedy of subrogation, reimbursement, exoneration, contribution, or
34 indemnification, or participation in any claim, right, or remedy of WSDOT against the
35 Design-Builder, or any other security or collateral that WSDOT now has or hereafter
36 acquires, whether or not such claim, right, or remedy arises in equity, under contract, by
37 statute, under common law or otherwise. All existing or future indebtedness of Design-
38 Builder or any shareholders, partners, members, or joint venturers of Design-Builder to
39 Guarantor is subordinated to all of the Guaranteed Obligations. Whenever and for so long as
40 the Design-Builder shall be in default in the performance of a Guaranteed Obligation, no
41 payments with respect to any such indebtedness shall be made by Design-Builder or any
42 shareholders, partners, members, or joint venturers of Design-Builder to Guarantor without
43 the prior written consent of WSDOT. Any payment by Design-Builder or any shareholders,
44 partners, members, or joint venturers of Design-Builder to Guarantor in violation of this
45 provision shall be deemed to have been received by Guarantor as trustee for WSDOT.

46 7. **Cumulative Rights.** All rights, powers, and remedies of WSDOT hereunder will be in
47 addition to and not in lieu of all other rights, powers, and remedies given to WSDOT,
48 whether at law, in equity or otherwise.

49 8. **Representations and Warranties.** Guarantor represents and warrants that:

- 1 a. it is a _____ duly [organized][formed], validly existing, and in good standing
2 under the laws of the State of _____;
- 3 b. it has all requisite [corporate][partnership][limited liability company] power and
4 WSDOT to execute, deliver and perform this Guaranty;
- 5 c. the execution, delivery, and performance by Guarantor of this Guaranty have been
6 duly authorized by all necessary corporate action on the part of Guarantor;
- 7 d. this Guaranty has been duly executed and delivered and constitutes the legal, valid,
8 and binding obligation of Guarantor, enforceable against Guarantor in accordance
9 with its terms;
- 10 e. neither the execution nor delivery of this Guaranty nor compliance with or fulfillment
11 of the terms, conditions, and provisions hereof, will conflict with, result in a material
12 breach or violation of the terms, conditions, or provisions of, or constitute a material
13 default, an event of default, or an event creating rights of acceleration, termination, or
14 cancellation, or a loss of rights under (1) [the certificate of incorporation or by-
15 laws][certificate of limited partnership or partnership agreement][certificate of
16 formation or limited liability company agreement] of Guarantor; (2) any judgment,
17 decree, order, contract, agreement, indenture, instrument, note, mortgage, lease,
18 governmental permit, or other authorization, right restriction, or obligation to which
19 Guarantor is a party or any of its property is subject or by which Guarantor is bound;
20 or (3) any federal, state, or local law, statute, ordinance, rule, or regulation applicable
21 to Guarantor;
- 22 f. it now has and will continue to have full and complete access to any and all
23 information concerning the transactions contemplated by the Project Documents or
24 referred to therein, the financial status of the Design-Builder and the ability of the
25 Design-Builder to pay and perform the Guaranteed Obligations;
- 26 g. it has reviewed and approved copies of the Project Documents and is fully informed
27 of the remedies WSDOT may pursue, with or without notice to the Design-Builder or
28 any other Person, in the event of default of any of the Guaranteed Obligations;
- 29 h. it has made and so long as the Guaranteed Obligations (or any portion thereof)
30 remain unsatisfied, it will make its own credit analysis of the Design-Builder and will
31 keep itself fully informed as to all aspects of the financial condition of the Design-
32 Builder, the performance of the Guaranteed Obligations of all circumstances bearing
33 upon the risk of nonpayment or nonperformance of the Guaranteed Obligations.
34 Guarantor hereby waives and relinquishes any duty on the part of WSDOT to
35 disclose any matter, fact, or thing relating to the business, operations, or conditions of
36 the Design-Builder now known or hereafter known by WSDOT;
- 37 i. no consent, authorization, approval, order, license, certificate, or permit or act of or
38 from, or declaration or filing with, any governmental WSDOT or any party to any
39 contract, agreement, instrument, lease, or license to which Guarantor is a party or by
40 which Guarantor is bound, is required for the execution, delivery, or compliance with
41 the terms hereof by Guarantor, except as have been obtained prior to the date hereof;
42 and

1 overnight mail, and, are effective five days following deposit in the United States mail, postage
2 prepaid if delivered by mail.

3 13. **Captions.** The captions of the various Sections of this Guaranty have been inserted only for
4 convenience of reference and do not modify, explain, enlarge, or restrict any of the provisions
5 of this Guaranty.

6 14. **Construction of Guaranty.** Ambiguities or uncertainties in the wording of this Guaranty
7 will not be construed for or against any party, but will be construed in the manner that most
8 accurately reflects the parties' intent as of the date hereof.

9 15. **No Waiver.** Any forbearance or failure to exercise, and any delay by WSDOT in exercising,
10 any right, power, or remedy hereunder will not impair any such right, power, or remedy or be
11 construed to be a waiver thereof, nor will it preclude the further exercise of any such right,
12 power, or remedy.

13 16. **Bankruptcy. Reinstatement of Guaranty.** The obligations of Guarantor under this
14 Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended, or
15 terminated by any proceeding, voluntary or involuntary, involving the bankruptcy,
16 insolvency, receivership, reorganization, liquidation, or arrangement of the Design-Builder or
17 by any defense which the Design-Builder may have by reason of the order, decree, or
18 decision of any court or administrative body resulting from any such proceeding. WSDOT is
19 not obligated to file any claim relating to the Guaranteed Obligations if the Design-Builder
20 becomes subject to a bankruptcy, reorganization, or similar proceeding and the failure of
21 WSDOT to so file will not affect Guarantor's obligations under this Guaranty.

22 17. **Attorneys' Fees.** Guarantor agrees to pay to WSDOT without demand reasonable attorneys'
23 fees and all costs and other expenses (including such fees and costs of litigation, arbitration,
24 and bankruptcy, and including appeals) incurred by WSDOT in enforcing, collecting, or
25 compromising any Guaranteed Obligation or enforcing or collecting this Guaranty against
26 Guarantor or in attempting to do any or all of the foregoing.

27 18. **Consent To Jurisdiction.** Guarantor and WSDOT agree that any action or proceeding to
28 resolve a dispute between Guarantor and WSDOT concerning the interpretation, application
29 or enforcement of the terms of this Guaranty may only be brought in the Superior Court of
30 Thurston County, Washington pursuant to Washington Law. Guarantor and the WSDOT
31 accepts for itself and in connection with ITS properties, generally and unconditionally, the
32 jurisdiction of the aforesaid Court and waives any defense of forum non conveniens. If not a
33 resident of the State of Washington, Guarantor must appoint and maintain an agent for
34 service of process in the State of Washington.

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

37 _____
38 at _____

39

1

2

By: _____

3

Name: _____

4

Title: _____

5

By: _____

6

Name: _____

7

Title: _____

8

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

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

7 **4. Indemnities.**

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

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

19 **5. Compliance with Laws.**

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

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

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

34 **6. Early Termination.**

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

38 **7. Assignment.**

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

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FORM T
DEFORMATION MITIGATION DESCRIPTION

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

Other Structure ID	Structure	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Deformation Mitigation Concept	Design-Builder Deformation Mitigation Plan
N/A	Alaskan Way Viaduct Bents E121 to E130	N/A	East	A	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
N/A	Alaskan Way Viaduct Bents 92, 93 and 101 to 117	200+00 to 216+00	East/West	A	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
N/A	Alaskan Way Viaduct Bents 94 to 100	210+00 to 215+00	Over	A	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
N/A	BNSF Tunnel	240+50	Over	A	Grout from within Tunnel	
N/A	Pike Street Adit	241+00	Over	A	Grout from within Tunnel	
N/A	Elliott Bay Interceptor Tunnel	256+50	Over	A	Grout from within Tunnel	
N/A	Alaskan Way Seawall	210+00 to 213+00	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
N/A	Columbia Street On Ramp	217+00	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
N/A	Marion Street Pedestrian Bridge	223+00	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
N/A	Seneca Street Off Ramp	229+00	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
N/A	Battery Street Tunnel	271+50	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
N/A	Seattle Monorail	274+00	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

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Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Deformation Mitigation Concept	Design-Builder Deformation Mitigation Plan
A160	One Yesler/Al Bocalino Ristorante	212+46	East	A	Mitigation to be implemented as part of Design-Builder's plan for Alaskan Way Viaduct	
T252	Western Building	214+72	Over	A	Demolish.	
T251	Polson Building	215+74	Over	A	Compensation grout from shaft. Intrusive investigation to establish condition of existing timber piles. Structural strengthening at the foundation level by the addition of steel micro piles and reinforced concrete grade beams or walls. Steel ties across cracks in the concrete wall along south side of building. Concept design provided herein - see drawings SD708, SD712 through SD 720.	
A161	Commuter Parking Garage	217+75	Partial Over	A	Compensation grout from shaft. Intrusive investigation to establish condition of existing timber piles. Structural strengthening at the foundation level by the addition of steel micro piles and reinforced concrete grade beams or walls. Construction of reinforced concrete floor tied to foundation to replace existing floor. Concept design provided herein - see drawings SD710 and SD712 through SD720.	
A159	Commuter Center Building	218+64	Partial Over	A	Compensation grout from shaft. Intrusive investigation to establish condition of existing timber piles. Structural strengthening at the foundation level by the addition of steel micro piles and reinforced concrete grade beams or walls. Construction of reinforced concrete floor tied to foundation to replace existing floor. Concept design provided herein - see drawings SD709 and SD712 through SD720.	
A158	Maritime Building	221+01	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T243	Federal Office Building	221+76	Over	A	Compensation grout from shaft	
T237	Alexis Hotel	224+27	Partial Over	A	Compensation grout from shaft	
T234	National Building	224+52	Partial Over	A	Compensation grout from shaft	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Deformation Mitigation Concept	Design-Builder Deformation Mitigation Plan
T236	Arlington South	225+13	Partial Over	A	Compensation grout from shaft	
T235	Arlington North	225+71	Partial Over	A	Compensation grout from shaft	
T231	Watermark Tower	227+24	Over	A	Compensation grout from shaft	
T229	Watermark Garage	227+57	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T230	Colonial/Grand Pacific Building	228+41	Over	A	Compensation grout from shaft	
T223	Harbor Steps, Southeast Tower	230+85	Partial Over	A	Compaction grout from basement & contact grout below slab-on-grade.	
T222	Harbor Steps Plaza	232+32	Partial Over	A	Compaction grout from basement & contact grout below slab-on-grade and spread footing foundation system.	
T216	Harbor Steps, Northeast Tower	233+32	Partial Over	A	Compaction grout from basement & contact grout below the mat foundation system.	
T215	Lusty Lady	234+13	Partial Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T205	South Arcade Condos	238+26	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T186	Déjà Vu Showgirls	242+22	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T184	Gatewood Hotel	244+29	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52. Provide a positive load path across the vertical crack along the south side of the building. Concept design provided in Appendix S10 - see drawing SD711.	
T146	Cristalla Condominium	254+88	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A120	314 Bell	267+15	Partial Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A119	Two Bell S Tavern	268+05	Partial Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T086	City of Seattle - FFD	270+18	Over	A	Compensation grout through angled holes from ground surface	
T090	5th & Bell Building	270+22	Partial Over	A	Compensation grout through angled holes from ground surface	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Deformation Mitigation Concept	Design-Builder Deformation Mitigation Plan
A114	Fountain Court Apartments	272+67	Partial Over	A	Compensation grout through angled holes from ground surface	
T077	6th & Wall Building	274+91	Over	A	Compensation grout through angled holes from ground surface	
A110	Archstone Belltown Apartments	276+72	Over	A	Compensation grout through angled holes from ground surface.	
A167	Archstone Belltown Apartments (Garage)	277+48	Partial Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A108	Walgreens	280+18	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T066	Hyatt Place Hotel and Condos	280+69	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A166	BRE Apartments	282+48	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T065	Seattle Housing Authority	282+60	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A106	Space Needle Corporate Office	284+22	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A105	Biosports Building	285+09	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T057	Travelodge Inn	285+31	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A104	233 6th Ave N	286+63	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T055	Law Office/Lakeside Deli	287+04	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T277	Prudential Building	211+05	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T276	Best Western Pioneer Square Hotel	212+19	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T253	DJC Building	216+47	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T247	Colman Building	219+10	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Deformation Mitigation Concept	Design-Builder Deformation Mitigation Plan
T240	Hotel 1000	224+72	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T239	Schoenfeld Furniture Store Bldg	225+55	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T238	Holyoke Building	226+12	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T233	SDL Office Building	227+69	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T232	2nd & Seneca Building	228+56	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T220	Harbor Steps (Southwest Tower)	230+67	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T228	Seneca Building	230+69	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T226	Freedman Building	230+92	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T227	Galland Building	231+83	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T225	Hotel Diller	231+88	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T213	Harbor Steps (Northwest Tower)	233+20	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T218	Seattle Art Museum	233+74	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T212	City Light Substation	235+17	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T217	Chase Center / SAM	235+34	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T214	Four Seasons Hotel	235+35	Partial Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T203	Marketside Flats	237+31	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T209	Poll Building	237+67	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T202	Post Alley Court	237+94	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Deformation Mitigation Concept	Design-Builder Deformation Mitigation Plan
T199	Ross Manor	238+85	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T208	Showbox Building	238+86	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T210	Newmark Building	238+87	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T198	The Lasalle	239+76	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T204	Economy Market	240+07	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T194	The Lasalle	240+08	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T207	Hahn Building - Elliott Apts	240+35	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T187	Broderick Building	241+64	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T190	Liberty Building	241+94	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T191	Eitel Building	241+94	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T183	Corner Market	242+07	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T193	Pike Place Market - South	242+37	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T182	Sanitary Market	243+09	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T189	1521 - 2nd Avenue	243+26	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T178	Triangle Building #2 & #3	243+89	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T192	Pike Place Market - North	244+02	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T180	Market House Apartments	244+32	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T188	Doyle Building	244+44	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Deformation Mitigation Concept	Design-Builder Deformation Mitigation Plan
T177	Triangle Building	244+62	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T175	Inn at the Market - South	245+95	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T173	Garden Center Bldg Condos	245+97	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T170	Atwood Hotel	245+98	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T172	Broadacres Building	246+22	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T174	Inn at the Market - North	246+22	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T169	1st & Stewart Office Building	246+83	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T171	MJA Building	247+26	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T161	Stewart House	247+46	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T167	Fairmount Apartments LLC	247+85	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T160	Dunn Building	248+24	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T159	Plymouth on Stewart Apartments	248+56	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T166	Alaska Trade Building	248+69	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T165	Butterworth Building/"Starlight Lounge"	249+11	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T164	Smith Block Bldg/Coupe Rokei	249+40	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T158	2nd Ave Parking Garage	249+44	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T148	Josephinum	249+66	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T154	Oxford Apartments	249+88	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Deformation Mitigation Concept	Design-Builder Deformation Mitigation Plan
T162	Livingston Baker Mixed Use	250+07	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T157	1919 2nd Ave	250+17	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T153	1924 1st Ave	250+30	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T156	Great Jones Home	250+46	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T151	Terminal Sales Office Bldg	250+87	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T155	Terminal Sales Annex Bldg	251+25	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T147	The Moore Hotel	251+44	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A149	Market Place North Phase I Condominium	252+05	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T144	One Pacific Towers Condominium	252+59	Partial Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T135	2006 2nd Ave	253+00	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T136	Padillian Apartments	253+41	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T143	Vogue Hotel	253+41	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T142	Swifty Printing	254+24	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T134	Trust Parking	254+56	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A147	1st & Lenora Building	254+62	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T141	Family & Adult Service Center	254+96	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T140	OFC	255+24	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T133	The Lenora Apartments	255+69	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Deformation Mitigation Concept	Design-Builder Deformation Mitigation Plan
T139	Denny Hill Building	255+69	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T138	Pathe Building	256+12	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A146	Patagonia Retail Store	256+26	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T137	2031 3rd Ave	256+69	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A144	PNWB Telecommunications	256+79	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A143	D.W. Close	257+58	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A142	El Rey Apartments	258+10	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T125	Belltown Center	258+21	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T129	Sig's Barber Shop W/Surface Parking Lot	258+27	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T128	Braska Building	258+51	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A141	Rivoli Apartments	258+75	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T124	Saito's Japanese Cafe & Bar	259+00	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T121	Royal Crest Condo	259+21	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A139	Gem Center East	259+51	Partial Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T127	Langdon & Anne Simons Senior Apartments	259+59	Partial Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T120	2112 3rd Ave Bldg	260+04	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A138	Castle Apartments	260+07	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Deformation Mitigation Concept	Design-Builder Deformation Mitigation Plan
T119	2118 3rd Ave	260+59	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T126	Markham Building	260+65	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A130	Grandview Condominium	261+00	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A136	Former Crocodile Café	261+12	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T117	2124 3rd Avenue Condo	261+20	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A135	Senior Services	261+63	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T116	Mexican Consulate	261+74	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A134	Tula's Restaurant & Lounge	262+00	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A133	2216 2nd Ave	262+50	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T106	Cornelius Apartments	263+03	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A129	Del-Market	263+26	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T109	Shelby Apartments	263+98	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A128	PBJS	264+82	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T108	Spitfire	265+01	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A126	Kelly's Restaurant & Mom's Teriyaki	265+32	Over	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T107	Security House	265+89	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A123	The Adams Apartments	266+34	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T095	Charlesgate Apartments	266+94	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

Bldg. ID	Building Name	Approximate Tunnel Station	Location Relative to Tunnel	Group	WSDOT Deformation Mitigation Concept	Design-Builder Deformation Mitigation Plan
A122	Moda Apartments	267+54	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T089	Franklin Apartments	268+25	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A118	Fleming Apartments	268+49	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T088	2306 4th Ave	268+73	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A116	Stole Building	268+96	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T087	2316 4th Ave	269+11	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
T123	4th & Blanchard Bldg	269+58	East	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	
A112	Devonshire Apartments	274+88	West	B	Design-Builder Responsibility. See Contract Section 5.9 and TR Section 2.52.	

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Legend:

Definition of Relative Location

- Over** - Full tunnel width passes under building
- Partial Over** - Partial tunnel width passes under the building
- East** - Building is situated to the east side of the tunnel
- West** - Building is situated to the west side of the tunnel

Group

Corresponds to contract designation of Group A or Group B