



Corridor Program

Congestion Relief & Bus Rapid Transit Projects

INSTRUCTIONS TO PROPOSERS

Washington State Department of Transportation

I-405/NE 8th St to SR 520 Braided Ramps - Interchange Improvements

Request for Proposal

March 27, 2009



**Washington State
Department of Transportation**

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1.0 GENERAL INFORMATION

1.1 INTRODUCTION

The Washington State Department of Transportation (WSDOT) will use a two-phase process to select a design-build contractor (“Design-Builder”) to deliver the I-405/NE 8th St to SR 520 Braided Ramps – Interchange Improvements Project (the “Project”) described in the Contract. During the first phase of the procurement, WSDOT determined the short list of Proposers for the Project based on Statements of Qualifications (SOQs) it received in response to its Request for Qualifications (RFQ), dated March 2, 2009. This Request for Proposal (RFP) is issued as part of the second phase of the procurement.

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

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

1.2 DEFINITIONS

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

1.3 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 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.

1.3.1 BASIC CONFIGURATION

The Basic Configuration is defined in Section 1-01 of the General Provisions. The Proposal must be consistent with the Basic Configuration, subject only to such changes as

1 may have been approved by WSDOT in accordance with the Alternative Technical
2 Concepts (ATCs) process described herein.

3 **1.3.2 CONCEPTUAL PLANS AND REFERENCE DOCUMENTS**

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

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

19 **1.3.3 UTILITY RELOCATIONS**

20 Section 1-07.17 of the General Provisions and Section 2.10 of the Technical Requirements
21 (together with any documents referenced therein) set forth the rights and obligations of
22 WSDOT, the Design-Builder, and any Utility Owner with respect to Relocation and
23 Relocation Costs. Price Proposals shall be consistent with the requirements of Section 1-
24 07.17 of the General Provisions. WSDOT funds are not available for Relocation Costs
25 arising out of the Relocation of a Utility for which the Utility Owner has Cost
26 Responsibility. Proposers are required to certify that they have not included in their Price
27 Proposal any such Relocation Costs (see Form L). Proposers are reminded that the
28 circumstances under which the Design-Builder may obtain additional compensation for
29 Relocation Costs under the Contract are extremely limited.

30 **1.3.4 VALUES AND PROJECT GOALS**

31 WSDOT is focused on providing congestion relief and safety improvements along the I-
32 405 corridor. The I-405 Corridor Program, and its specific projects, has worked to develop
33 a comprehensive approach that provides effective solutions to the traveling public.

34 The following are WSDOT's values:

- 35 • Safety;
- 36 • Project delivery (on time, on budget, quality products and services);
- 37 • Accountability; and
- 38 • Effective and transparent communication.

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

- 41 • Minimal Impacts - Minimize inconvenience to the public and adjacent properties,
42 including Overlake Hospital Medical Center, during construction;

- 1 • Excellent Quality - Meet or exceed technical quality requirements for design and
 2 construction through implementation of a clear and thorough Quality Management
 3 Plan;
- 4 • Permit Compliance - Meet or exceed environmental requirements with no permit
 5 violations by adopting WSDOT's permitting and environmental compliance
 6 standards;
- 7 • Smooth Start-up - Maximize Project development effectiveness through
 8 implementation of a well-planned start-up that ensures efficient delivery of the
 9 Project; and
- 10 • Job Creation - Implement a well-planned start-up that creates jobs as soon as
 11 possible.

12 **1.3.5 VALIDITY PERIOD; NOTICE TO PROCEED**

13 Proposals shall remain valid for 90 days after the Proposal Due Date. WSDOT anticipates
 14 that Notice to Proceed will be issued shortly after Contract execution, but WSDOT may
 15 defer issuance of Notice to Proceed for up to 30 days after Contract execution.

16 **1.3.6 PROCUREMENT SCHEDULE**

Action	Date
Issue RFP	March 30, 2009
Mandatory Proposer Meeting	April 14, 2009
Voluntary Proposer Meetings	April 20 - June 5, 2009
Request for Supplemental Borings Deadline	April 3, 2009
Voluntary Boring Location Meeting	April 7, 2009
Distribute Supplemental Boring Results	June 1, 2009
ATC Submittal Deadline	June 5, 2009
Deadline for Submitting Proposer's Questions	June 5, 2009
Deadline for WSDOT Response to Proposer's Questions	June 12, 2009
Proposals Due	June 26, 2009
WSDOT RFIs to Proposers	July 2, 2009

Action	Date
Proposer Responses to RFIs	July 8, 2009
Announce Apparent Best Value Proposer	July 22, 2009
Estimated Notice to Proceed	August 24, 2009

1 **1.3.7 PROJECT COST**

2 The estimated Proposal Price is in the range of \$150 million to \$175 million.

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

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

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

11 **1.3.8.1 DBE GOALS**

12 WSDOT has established a DBE goal in the amount of five (5) percent.

13 **1.3.8.2 DBE PERFORMANCE PLAN**

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

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

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

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

- 26 A. Attendance at any pre-solicitation or pre-bid meetings scheduled by WSDOT to
27 inform DBEs of contracting, subcontracting, or material supply opportunities
28 available on the Project;
- 29 B. Contacting local tribes and Tribal Employment Rights Offices in sufficient time to
30 allow the enterprises to participate effectively in subcontracting or supply
31 opportunities;

- 1 C. Selection of specific, economically-feasible Work units of the Project to be
2 performed by DBEs in order to increase the likelihood of participation by DBEs,
3 even if the Proposer prefers to perform the Work units as the Design-Builder;
- 4 D. Advertising in general circulation, minority trade association, and trade-oriented,
5 women-focused publications, that focus on subcontracting or supply opportunities;
- 6 E. Providing written notice to a reasonable number of specific DBEs, identified from
7 the OMWBE Directory of Certified Firms for the selected subcontracting or
8 material supply work, in sufficient time to allow the enterprises to participate
9 effectively;
- 10 F. Follow-up of initial solicitations by contacting the DBEs to determine with
11 certainty whether or not they are interested. Documentation of this kind of action
12 shall include the information outlined below:
- 13 1) The names, addresses, telephone numbers of DBEs who were contacted;
14 the dates of initial contact; and whether initial solicitations were followed-
15 up to determine with certainty whether or not the DBEs were interested;
- 16 2) A description of the information provided to the DBEs regarding the plans,
17 specifications, and estimated quantities for portions of the Work to be
18 performed;
- 19 3) Documentation of each DBE contacted, but rejected, and the reasons for
20 that rejection;
- 21 4) Providing, to interested DBEs, adequate information about the plans,
22 specifications, and requirements for the selected subcontracting or material
23 supply work;
- 24 5) Negotiating in good faith with the DBEs, and not, without justifiable
25 reason, rejecting as unsatisfactory bids that are prepared by any DBE;
- 26 6) Advertising and making efforts to obtain DBE participation that were
27 reasonably expected to produce a level of participation sufficient to meet
28 the DBE goal;
- 29 7) Making any other efforts to obtain DBE participation that were reasonably
30 expected to produce a level of participation sufficient to meet the DBE
31 goal;
- 32 8) Using the services of minority community organizations; minority
33 contractor groups; local, state, and federal minority business assistance
34 offices; other organizations identified by WSDOT; and advocates for
35 disadvantaged, minority, and women-owned businesses who provide
36 assistance in the recruitment and placement of disadvantaged, minority,
37 and women-owned business enterprises; and
- 38 9) Using DBE Supportive Services by contacting WSDOT's Office of Equal
39 Opportunity at (360) 705-7090.
- 40 Evaluation of good faith efforts and crediting DBE participation will be conducted
41 pursuant to 49 CFR part 26.

1 **2.0 PROCUREMENT PROCESS**

2 **2.1 CONFIDENTIALITY DURING EVALUATION AND SELECTION**
3 **PROCESS**

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

8 **2.2 EXAMINATION OF RFP**

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

18 **2.3 COMMUNICATIONS**

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

22 Brian Nielsen
23 I-405 Construction Engineering Manager
24 I-405 Project Team
25 600 - 108th Avenue NE, Suite 405
26 Bellevue, WA 98004
27 Telephone: (425) 456-8569
28 E-mail: NielseB@wsdot.wa.gov

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

33 Proposals shall be submitted to Ken Walker in accordance with Section 3 of this ITP.

34 **2.4 SUBMISSION OF PROPOSER QUESTIONS**

35 Any Proposer questions regarding a perceived discrepancy, deficiency, ambiguity, error, or
36 omission contained in the RFP documents, or of any provision that the Proposer otherwise
37 fails to understand regarding the RFP documents or the Project, must be submitted by
38 email to WSDOT's Representative by the deadline for questions set forth in Section 1 of
39 this ITP. Requests for clarification or interpretation must specifically reference the
40 Sections and the page numbers of the RFP documents, unless such request is of a general
41 application. Telephone requests will be accepted provided that the requests are followed

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

3 **2.5 RFP ADDENDA AND RESPONSES TO QUESTIONS**

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

6 <http://www.wsdot.wa.gov/biz/contaa/designbuildcontracts/bellevue%20braids/default.htm>

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

10 <http://www.wsdot.wa.gov/biz/contaa/designbuildcontracts/bellevue%20braids/default.htm>

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

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

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

25 **2.6 RIGHT OF WAY ACCESS**

26 Prior to award of the Contract, if the Proposer determines that field investigations are
27 necessary to properly bid the Work, the Proposer shall request right-of-way access from
28 WSDOT prior to performing any field investigations. The Proposer shall obtain an I-405
29 Site Investigation Sheet, an Application for General Permit, and/or an Application for
30 Survey Permit from WSDOT. Applicable forms shall be submitted to WSDOT for
31 approval seven Calendar Days in advance of the requested field investigation date.

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

37 The Proposer shall coordinate with WSDOT to access the property owned by WSDOT
38 available for use as a Project construction office. Permits and traffic control plans will not
39 be required for access to this property.

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1 **2.7 GEOTECHNICAL INFORMATION**

2 **2.7.1 PRELIMINARY GEOTECHNICAL REPORT**

3 WSDOT has conducted preliminary geotechnical investigations, the results of which are
4 set forth in the Geotechnical Baseline Report (GBR), Appendix G1 of the RFP. Each
5 Proposer is solely responsible for reviewing, analyzing, and drawing conclusions from the
6 GBR. To the extent not consumed by testing, soil samples and rock cores obtained to
7 develop the GBR are available for viewing at the WSDOT State Materials Laboratory
8 Geotechnical Branch, 1655 South Second Avenue, Tumwater, Washington, 98512. The
9 GBR shall not be interpreted as being thorough and/or complete. Proposers may rely on
10 the data reflected in the Project boring logs. The Proposers are responsible for determining
11 whether supplementary geotechnical information may be necessary or appropriate in
12 developing their Proposals.

13 **2.7.2 SUPPLEMENTAL BORING PROJECT**

14 Each Proposer is entitled to obtain certain additional geotechnical information by means of
15 a Supplemental Boring Project that WSDOT will conduct at WSDOT's own expense.
16 Under the Supplemental Boring Project, Proposers may request WSDOT to perform up to
17 five additional test borings and to provide an analysis of the resultant samples.

18 A request under the Supplemental Boring Project must be submitted no later than the
19 Request for Supplemental Boring Deadline set forth in Section 1 of this ITP. Each request
20 shall set forth the location (by station and offset) and highest bottom elevation of the
21 requested borings. Each request shall also include specific requests regarding the
22 frequency and depth of field vane tests; the locations of split-spoon samples and Standard
23 Penetration Tests; the length and diameter of rock cores; the depth of disturbed samples,
24 undisturbed samples, and rock cores sought by the Proposer; and the tests the Proposer
25 desires WSDOT to conduct in relation to the sample gathered.

26 WSDOT will make reasonable efforts to comply with Proposers' requests under the
27 Supplemental Boring Project, but is not obligated to conduct borings at the precise
28 locations requested. To the extent boring locations requested by one or more Proposers are
29 within 20 feet of each other, the locations will be averaged and only one test boring will be
30 conducted. If a Proposer's boring is averaged with another Proposer's boring, neither
31 Proposer will be allowed an additional boring. Survey personnel provided by WSDOT
32 will establish the boring locations and elevations. A qualified inspector working for
33 WSDOT will inspect the borings. WSDOT staff or an independent, qualified drilling
34 contractor will perform the borings. At the option of the Proposers, each Proposer may
35 dispatch a maximum of one person to observe the drilling, sampling, testing, and coring,
36 and shall coordinate transportation of the chosen observer to the drilling site with WSDOT.
37 The Proposers' on-site observers shall not interfere with the operation of the surveyor,
38 driller, or inspector.

39 The WSDOT drill crew or drilling contractor will conduct the following sampling and
40 testing:

- 41 • Split-spoon samples and Standard Penetration Tests at 5-foot intervals and every
42 change in stratum;
- 43 • Minimum NQ-size rock cores;
- 44 • Minimum 10-foot rock cores with RQD;

- 1 • Field vane shear tests in soft clays;
- 2 • Electronic cone penetrometer testing;
- 3 • Conventional laboratory classification testing on disturbed soil samples;
- 4 • Conventional laboratory tests on rock samples; and
- 5 • Such other tests requested by a Proposer and agreed to by WSDOT at WSDOT’s
- 6 sole discretion.

7 WSDOT will perform the test borings in whatever manner or sequence it deems
8 appropriate at WSDOT’s sole discretion. The Supplemental Boring Project Report,
9 including the final boring logs and laboratory test results, will be provided to all Proposers
10 according to Section 1 of this ITP and is included as Appendix G5 of the RFP. Soil and
11 rock samples that are not consumed by testing will be stored for inspection by the
12 Proposers at the WSDOT State Materials Laboratory in Tumwater, Washington. To the
13 extent not consumed by testing, the samples resulting from the Supplemental Boring
14 Project will be turned over to the Design-Builder immediately after the Contract is
15 awarded.

16 WSDOT makes no representation as to whether the Supplemental Boring Project will be
17 sufficient for the Proposer to prepare its Proposal. Each Proposer must make this
18 determination independently based upon its own independent judgment and experience.
19 Failure by a Proposer to submit a request for test borings under the Supplemental Boring
20 Project constitutes a conclusive presumption that the Proposer has determined that it does
21 not require any additional geotechnical data to properly design, construct, and price the
22 Work, or that it will obtain any necessary geotechnical data through other means. If
23 permits are required for supplemental borings (in addition to those permits already required
24 for the Project), WSDOT may not be able to permit the borings within the deadline.

25 **2.7.3 ADDITIONAL GEOTECHNICAL INVESTIGATION AND ANALYSIS**

26 Prior to award of the Contract, if the Proposer determines that additional geotechnical or
27 subsurface investigations are necessary to properly bid the Work, it is the responsibility of
28 the Proposer to perform such investigation and analysis at its sole expense. Prior to
29 performing any field investigations, the Proposer shall obtain right-of-way access approval
30 as detailed in Section 2.6 of this ITP from WSDOT. Such requests for investigations may
31 take place at any time before or after submission of the Proposal. All subsurface
32 investigations, including sampling and laboratory testing, shall be performed in accordance
33 with the WSDOT *Geotechnical Design Manual*, the 1988 AASHTO *Manual on*
34 *Subsurface Investigations*, AASHTO standards, and ASTM standards. No such
35 investigations shall be performed without the prior written consent of WSDOT, which
36 consent may be granted or denied at WSDOT’s sole discretion.

37 **2.8 ALTERNATIVE TECHNICAL CONCEPTS (ATCS)**

38 To promote innovation by Proposers and to maintain flexibility in the procurement process,
39 WSDOT will allow Proposers to submit ATCs that modify the Basic Configuration or
40 other Contract requirements to WSDOT for consideration. ATCs that require a “deviation”
41 as defined in Section 330.03 of the WSDOT *Design Manual*, at the discretion of WSDOT,
42 may not be considered for approval unless the ATC is accompanied by a statement
43 granting WSDOT permission to share that deviation, if approved, with the other Proposers
44 prior to the Proposal Due Date. Proposed ATCs must not have an adverse effect on Project

1 quality as determined by WSDOT at its sole discretion. Proposed ATCs most likely to
2 receive favorable consideration are those that are consistent with WSDOT's values and
3 Project goals, and more specifically, maximizes efficiency, incorporates technical
4 innovation, increases expected Project life cycles, minimizes environmental impacts, or
5 otherwise improves the quality of the Project, thereby benefiting the traveling public.
6 Proposers must demonstrate that the proposed ATC was either used successfully on a
7 similar project under comparable circumstances or otherwise demonstrate the reliability
8 and efficacy of the proposed ATC. WSDOT will not consider any change that would
9 require excessive time or cost for review, evaluation, or investigation, or that does not
10 result in increased benefits or savings to WSDOT.

11 **2.8.1 PRE-PROPOSAL SUBMITTAL OF ATCS**

12 To be considered, a proposed ATC must be submitted to WSDOT no later than 4:00 p.m.
13 Pacific Time on the date set forth in Section 1 of this ITP. This deadline applies to both
14 initial ATCs and ATCs that have been revised for resubmittal in response to WSDOT's
15 comments.

16 Each ATC submittal package shall consist of an original and five copies, and shall address
17 all of the following elements:

- 18 • Description - A detailed description and schematic drawings of the configuration of
19 the ATC or other appropriate descriptive information including, if appropriate,
20 product details (e.g., specifications and special provisions).
- 21 • Usage - A description of where and how the ATC would be used on the Project.
- 22 • Deviations - References to requirements of the RFP documents that are inconsistent
23 with the proposed ATC, an explanation of the nature of the deviations from said
24 requirements, and a request for approval of such deviations.
- 25 • Analysis - An analysis justifying use of the ATC and demonstrating why the
26 requested deviations from the requirements of the RFP documents should be
27 allowed.
- 28 • Impacts - Discussion of potential impacts the ATC will have on vehicular traffic,
29 including a traffic operational analysis, environmental commitments identified on
30 relevant environmental documents, surrounding and adjacent communities, safety,
31 and Project life-cycle and infrastructure costs (including impacts on the cost of
32 repair and maintenance).
- 33 • Relocations - Discussion regarding the impact of the ATC on Relocations.
- 34 • Right of Way – Discussion of additional Right of Way required to implement the
35 ATC.
- 36 • History - A detailed description of other projects where the ATC has been used, the
37 success of such usage, and names and telephone numbers of project owners that
38 can confirm such usage.
- 39 • Risks - A description of any added risks to WSDOT and other Persons associated
40 with implementing the ATC.
- 41 • Costs - An estimate of the ATC implementation costs to WSDOT, the Design-
42 Builder, and other Persons.

- 1 • Benefit - An estimate of cost savings and added value likely to result if the ATC
2 were approved and implemented.
- 3 • Goals - Discussion of how the ATC is consistent with WSDOT's values and
4 Project goals.

5 If a Proposer wishes to make any announcement or disclosure to third parties concerning
6 any ATC, it must first notify WSDOT in writing of its intent to take such action, including
7 details as to date and participants, and obtain WSDOT's prior approval to do so.

8 **2.8.2 PRE-PROPOSAL REVIEW OF ATCS**

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

16 WSDOT will return comments to the Proposer submitting the ATC within 14 Calendar
17 Days of receipt, provided that WSDOT has received all requested information regarding
18 the ATC. WSDOT's determination will indicate one of the following:

- 19 • The ATC is approved;
- 20 • The ATC is not approved;
- 21 • The ATC is not approved in its present form, but it may be approved upon
22 satisfaction, in WSDOT's sole judgment, of certain identified conditions that must
23 be met or certain clarifications or modifications that must be made;
- 24 • The submittal does not qualify as an ATC but is eligible to be included in the
25 Proposal without an ATC (i.e., the concept conforms to the Basic Configuration
26 and is consistent with other Contract requirements); or
- 27 • The submittal does not qualify as an ATC and may not be included in the Proposal.

28 The Proposer may incorporate any or all approved ATCs as part of its Proposal. If
29 WSDOT responded to an ATC by stating that certain conditions must be met for approval,
30 the Proposer shall not have the right to incorporate the ATC into the Proposal unless and
31 until the ATC has been timely resubmitted with the conditions satisfied and WSDOT has
32 unconditionally approved the resubmitted ATC. The Proposal Price should reflect any
33 incorporated ATCs. Except for incorporating approved ATCs, the Proposal may not
34 otherwise contain exceptions to or deviations from the requirements of the RFP.

35 **2.9 CHANGE IN PROPOSER'S ORGANIZATION**

36 If a Proposer wishes to change its form of organization from that described in its SOQ, or
37 if it wishes to add or remove any Major Participant or Key Personnel (as such terms are
38 defined in the RFQ) from those identified in the SOQ, the Proposer shall obtain written
39 approval of the change from WSDOT's Representative as specified in this Section prior to
40 submitting its Proposal. To qualify for WSDOT's approval, the written request must
41 document that the proposed change will be equal to or better than the Major Participant or
42 Key Personnel identified in the SOQ. The written request shall include a resume (limit to 2
43 pages per person) for each Major Participant or Key Personnel. WSDOT is under no

1 obligation to approve such requests and may approve or disapprove a portion of the request
2 or the entire request at its sole discretion.

3 **2.10 WITHDRAWAL OF PROPOSAL**

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

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

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

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

13 **2.11 WSDOT'S RIGHTS**

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

- 15 • Appoint evaluation committees to review Proposals;
- 16 • Investigate the qualifications of any Proposer;
- 17 • Seek or obtain data from any source related to the Proposals;
- 18 • Require confirmation of information furnished by a Proposer;
- 19 • Hold meetings and conduct discussions and correspondence with the Proposers to
20 seek an improved understanding and evaluation of the responses to this RFP;
- 21 • Require additional information from a Proposer concerning its Proposal;
- 22 • Seek and receive clarifications to a Proposal;
- 23 • Require additional evidence of qualifications to perform the Work;
- 24 • Modify the RFP process;
- 25 • Waive minor deficiencies and irregularities in a Proposal;
- 26 • Reject any or all of the Proposals;
- 27 • Cancel, modify, or withdraw the RFP;
- 28 • Issue a new RFP;
- 29 • Issue a request for BAFOs;
- 30 • Conduct negotiations with the Apparent Best Value Proposer prior to award of the
31 Contract;
- 32 • Cancel a Contract signed by the Apparent Best Value Proposer but not yet executed
33 by WSDOT; and
- 34 • Not issue Notice to Proceed after execution of the Contract.

35 The RFP does not commit WSDOT to enter into a Contract or proceed with the
36 procurement described herein. Other than the right to receive a Stipend as described in

1 Section 6 of this ITP, no unsuccessful Proposer shall be entitled to reimbursement of its
2 costs in connection with the RFP.

3 **2.12 ANNOUNCE APPARENT BEST VALUE**

4 The public opening of the sealed Price Proposal and announcement of apparent best value
5 is scheduled for 11:00 a.m. Pacific Time on the date set forth in Section 1 of this ITP in the
6 Transportation Building Commission Board Room, 1st Floor, Transportation Building, 310
7 Maple Park Avenue, Olympia, WA 98502.

8 **2.13 AWARD OF CONTRACT**

9 WSDOT anticipates that Contract award or Proposal rejection will occur within 60
10 Calendar Days after the Proposal Due Date. If the Apparent Best Value Proposer and
11 WSDOT agree, this deadline may be extended. If they cannot agree on an extension by the
12 deadline, WSDOT reserves the right to award the Contract to the next Apparent Best Value
13 Proposer or reject all Proposals. WSDOT will notify the successful Proposer of the
14 Contract award in writing.

15 **2.14 BONDS**

16 **2.14.1 PROPOSAL BOND**

17 Each Proposer shall submit a Proposal Bond with its Proposal in the amount of five percent
18 of the Proposal Price, issued by a Surety meeting the requirements stated below.
19 Alternatively, Proposers may submit cash, or a certified check or cashier's check payable
20 to WSDOT in this amount. Proposal Bonds shall be issued in the form of Form F, and
21 shall be signed by the Surety. A Proposal Bond shall not be conditioned in any way to
22 modify the minimum five percent required. Proposals that fail to include a Proposal Bond
23 or cash deposit in compliance with this Section shall be deemed non-responsive, and will
24 be rejected by WSDOT.

25 **2.14.2 CONTRACT BOND**

26 The Proposal shall include a commitment letter from a Surety meeting the requirements
27 stated below, and agreeing to issue a Contract Bond in the form provided in Appendix F of
28 the RFP for the full amount of the Proposal Price. If multiple Surety letters are provided,
29 the Proposal shall identify which Surety will be the lead Surety. The commitment letter
30 may not include conditions, qualifications, or reservations for underwriting or otherwise,
31 other than a statement that the commitment is subject to award of the Contract to the
32 Proposer within the time specified in this ITP.

33 The Contract Bond is intended to provide protection to WSDOT for the Design-Builder's
34 obligations with respect to the construction and post-construction phases of the Project, and
35 to meet the requirements of RCW 39.08, et al. As specified in the General Provisions, the
36 Contract Bond may be replaced with a Warranty Bond following Physical Completion.
37 Warranties are described in Section 2.30 of the Technical Requirements.

38 **2.14.3 SURETY QUALIFICATIONS**

39 Bonds must be issued by a Surety with a Best's rating of at least "A" or better and
40 Financial Size Category of VIII or better by A.M. Best Co. The Surety shall be registered
41 with the Washington State Insurance Commissioner, and shall appear on the current

1 Authorized Insurance List in the State of Washington published by the Office of the
2 Insurance Commissioner.

3 **2.15 EXECUTION OF CONTRACT**

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

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

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

16 **2.16 FAILURE TO EXECUTE CONTRACT**

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

26 **2.17 RETURN OF PROPOSAL DEPOSIT**

27 When Proposals have been examined and corrected as necessary, Proposal Bonds and
28 deposits accompanying Proposals ineligible for further consideration will be returned. All
29 other Proposal Bonds and deposits will be held until the Contract has been properly
30 executed. When the Contract has been properly executed, all remaining deposits or
31 Proposal Bonds, except those subject to forfeiture, will be returned.

32 **3.0 PROPOSAL DELIVERY, CONTENT, AND FORMAT**

33 **3.1 SUBMITTAL REQUIREMENTS**

34 **3.1.1 DUE DATE, TIME, AND LOCATION**

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

37
38
39

By U.S. mail:

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

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

By hand (in person or by courier):

WSDOT Contract Ad & Award Office
 Transportation Building, Room 1A23
 310 Maple Park Avenue SE
 Olympia, WA 98501-7360

Proposals delivered in person will be received only in the WSDOT Contract Ad & Award Office, Room 1A23.

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 below, and shall respond fully to all applicable requirements of the RFP:

Table 3.1.2 CONTENTS OF THE PROPOSAL

PROPOSAL SECTIONS 1-12	Page Limit
Section 1 - Executive Summary	4
Section 2 - Project Management Approach	4
Section 3 - Preliminary Baseline Contract Schedule	2*
Section 4 - Quality Management Approach	3
Section 5 – Permit Compliance	3
Section 6 – Smooth Start-Up Plan	3
Section 7 – Jobs Creation Plan	2
Section 8 – Technical Approach for Future Widening of the NB405-EB520 Ramp Bridges over 116 th Avenue NE, BNSF Railroad, Northup Way, and 124 th Avenue NE	2
Section 9 – Technical Approach for Construction of the NE 12th Street Bridge Including Demolition	2

PROPOSAL SECTIONS 1-12	Page Limit
Section 10 – Technical Approach for Construction Adjacent to Overlake Hospital Medical Center	4
Section 11 – Technical Approach to Maintenance of Traffic During Construction	5
Section 12 – Other Technical Approaches and Innovations in the Design and Construction of the Project	3
Appendix A – Proposer Information and Certifications	None
Form A (Design-Build Proposal Form and Signature Page)	
Form D (Contract Time/Milestone Completion Deadlines)	
DBE Performance 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 L (Utility Certification)	
Description of Legal Structure	
Joint and Several Liability Letter	
Form K (Form of Guaranty)	
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 Q (Option for Use of WSDOT-Owned Property)	
Appendix B - Resumes	2 Pages per Person
Appendix C - Details of Technical Approach and Innovations	None

1 *The narrative shall be two pages. There is no page limit for the Preliminary Baseline Contract
 2 Schedule.

1

PROPOSAL SECTION 13	Page Limit
Section 13 - Price Proposal	None
Part I - Price Proposal	
Form B (Price Proposal)	
Form F (Proposal Bond)	
Form N (Project Schedule of Values)	
Letters from Sureties	
Part II - Upset Amount Determination	
Form C (Upset Amount Determination)	

2

3 **3.1.3 FORMAT**

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

17 **3.1.3.1 APPENDICES**

18 Resumes, if provided for project personnel other than Key Personnel, shall be included in
 19 Appendix B. Resumes shall be limited to two pages per person.

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

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

27

28

1 **3.1.4 PAGE LIMITS, COPIES, AND SUBMISSION INSTRUCTIONS**

2 The page limits for each section of the Proposal are identified in Table 3.1.2 of this ITP.
3 The Proposal must be packaged in sealed packages clearly displaying the Proposer’s name,
4 contact person, and address on the outside of each Proposal package and labeled as
5 follows:

- 6 • **Proposal for I-405/NE 8th St to SR 520 Braided Ramps – Interchange**
7 **Improvements Project;**
- 8 • Submittal deadline - date and time;
- 9 • Proposer’s name, contact person, and address; and
- 10 • Box X of the total number of boxes.

11 The Proposal shall consist of the following two divisions:

12 **1) Technical Proposal Sections 1-12:**

13 Each Proposer must provide the following:

- 14 • One original Proposal bearing original signatures;
- 15 • One electronic copy of the Proposal in PDF format (compatible with
16 Adobe Acrobat, Version 7) on a CD with the sections and subsections
17 bookmarked; and
- 18 • Twenty hard copies of the Proposal.

19 The original shall be identified as “ORIGINAL” on its front cover in colored ink.
20 Each copy must be bound and identified on its front cover, in the upper right-hand
21 corner, as “Copy X of 20 Copies.”

22 **2) Price Proposal Section 13:**

23 Each Proposer must provide the following:

- 24 • One original Price Proposal bearing original signatures.

25 The Price Proposal shall be organized into two parts as described in Table 3.1.2 of
26 this ITP. The Proposer shall use tabbed dividers to separate the contents of Part I
27 of the Price Proposal.

28 The Price Proposal and the Upset Amount Determination shall be placed into two
29 separate, sealed envelopes marked “Part I: Price Proposal” and “Part II: Upset
30 Amount Determination”, respectively. These two envelopes shall then be placed
31 into a third sealed envelope clearly marked on the front as follows:

- 32 • **Price Proposal Section 13;**
- 33 • I-405/NE 8th St to SR 520 Braided Ramps – Interchange Improvements
34 Project;
- 35 • Submittal deadline - date and time; and
- 36 • Proposer name, contact person, and address.

37 (See Section 3.1.1 of this ITP for Proposal Delivery).

38

1 **3.2 DISQUALIFICATION**

2 Failure to use sealed packages and envelopes or to properly identify and label any Proposal
3 package may result in an inadvertent opening prior to the appointed time and place, and it
4 may result in disqualification of the Proposal. The Proposer shall be entirely responsible
5 for any consequences, including disqualification of the Proposal that result from such
6 inadvertent opening, if WSDOT determines that the Proposer did not follow the
7 instructions in this ITP. It is Proposer's sole responsibility to ensure that its Proposal is
8 received as required. Proposals received after the Proposal Due Date will be rejected
9 without consideration or evaluation. Proposers shall provide responses to all information
10 requested in the RFP. Failure to respond or to provide requested information may result in
11 a determination by WSDOT, in its sole discretion, that a Proposal is non-responsive.

12 **3.3 TECHNICAL PROPOSAL**

13 **3.3.1 GENERAL**

14 The Technical Proposal shall include concise narrative descriptions and graphic
15 illustrations, drawings, charts, technical reports, and calculations that will enable WSDOT
16 to clearly understand and evaluate both the capabilities of the Proposer and the
17 characteristics and benefits of the proposed Work. **No price information of any kind
18 may be included in the Technical Proposal, with the exception of the ATCs.** A
19 complete copy of all approved ATCs incorporated into the Proposal, including WSDOT's
20 approval letters issued pursuant to Section 2.8 of this ITP, shall be included in Appendix C
21 of the Proposal.

22 Plans or drawings submitted as a part of the Technical Proposal shall be submitted in
23 accordance with the requirements of the RFP. The Technical Proposal must be organized
24 to correspond to the items listed in this Section and address the evaluation factors set forth
25 in this Section and in Section 4.2 of this ITP. The Proposer shall use tabbed dividers to
26 separate the contents of the Technical Proposal.

27 **3.3.2 EXECUTIVE SUMMARY (SECTION 1; PASS/FAIL)**

28 The Executive Summary shall be written in a non-technical style, and shall contain
29 sufficient information to familiarize reviewers with the Proposer's Project approach and
30 ability to satisfy the Project goals, and the financial, legal, and technical requirements of
31 the Project. The Executive Summary shall summarize each of the sections required in this
32 ITP. The intent is to familiarize reviewers who will not be reading each individual section
33 of the Proposal.

34 The authorized representatives of the Proposer's organization must sign the Executive
35 Summary. If the Proposer is a joint venture, all of the joint venture members must sign the
36 Executive Summary. If the Proposer is not yet a legal entity, the Major Participants must
37 sign the letter and must state their intent to form the entity prior to award of the Contract.
38 The Executive Summary must certify the truth and correctness of the contents of the
39 Proposal.

40 **3.3.3 PROJECT MANAGEMENT APPROACH (SECTION 2; 50 POINTS)**

41 Excellent project management is essential to meeting and exceeding WSDOT's values and
42 Project goals. WSDOT is seeking a Design-Build team that is sufficiently experienced and
43 properly organized to efficiently deliver a quality product on time and within budget. This

1 requires a dedicated organization with clear lines of communication and authority, a well
2 qualified staff, strong management, and comprehensive plans for quality control and
3 quality assurance.

4 **Submit** a one-page organizational chart that demonstrates the key components,
5 relationships, and reporting structure of the Design-Build team; and

6 **Submit** a three-page narrative describing the Proposer's approach to communications
7 including public information and community involvement, communications with WSDOT,
8 and communications within the Design-Build Team.

9 **Evaluation Criteria:** The Project Management Approach will be evaluated based on its
10 ability to achieve WSDOT's Project goals.

11 A Project Management Approach that generally meets the RFP requirements with an
12 acceptable level of quality will receive a rating of *Good*. The Project Management
13 Approach may receive a rating of *Very Good* or *Excellent* when the Proposal includes
14 specific management approaches and/or specific commitments that are considered to
15 exceed the RFP requirements/objectives in a beneficial way (providing advantages,
16 benefits, or added value to the Project).

17 **3.3.4 PRELIMINARY BASELINE CONTRACT SCHEDULE (SECTION 3; 100**
18 **POINTS)**

19 **Submit** a logic-driven Preliminary Baseline Contract Schedule prepared by the critical
20 path method. There is no page limit for the Preliminary Baseline Contract Schedule.

21 The Preliminary Baseline Contract Schedule will serve as the basis for developing the
22 detailed Baseline Contract Schedule described in Section 1-08.3 of the General Provisions.
23 The Proposal shall include both hard copies and Primavera 5.0 for Engineering and
24 Construction XER-format electronic copies of the proposed Preliminary Baseline Contract
25 Schedule. If the Proposer wishes to use an alternative schedule program, the Proposer
26 must demonstrate 100 percent compatibility with Primavera 5.0 for Engineering and
27 Construction to WSDOT's satisfaction, and obtain prior approval for its use.

28 The hard copy schedule report shall be provided on 11-inch by 17-inch paper, and shall
29 show activities, logically grouped to correlate with the Proposer's work plan. Data for
30 each activity must include early start and finish dates, planned duration and total float. The
31 graphical portion of the hard copy schedule report should show a separate and distinct float
32 bar for each activity, and the task bar shall be necked to depict calendar non-work time.
33 The hard copy schedule report must indicate predecessor logic by either a listing of
34 predecessors in a report column or by relationship lines in the graphical portion of the
35 report.

36 The Preliminary Baseline Contract Schedule shall use the Estimated Notice to Proceed date
37 set forth in Section 1 of this ITP. In no event shall the Substantial Completion date be
38 shown after December 31, 2012.

39 The Preliminary Baseline Contract Schedule may include summary activities that do not
40 compromise controlling logical relationships. The Preliminary Baseline Contract Schedule
41 shall include the milestones provided in Form D. The schedule-calculated dates for these
42 events will be transferred to Form D and will become zero-float Contract milestones in the
43 Design-Builder's Baseline Contract Schedule. The use of contingency activities that
44 control or reserve float will not be acceptable.

45

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

- 2 • Start and finish dates for major elements of the design;
- 3 • Start and finish dates for major elements of the construction;
- 4 • Construction start and completion of grading and initial planting for the stream
5 mitigation site;
- 6 • Start and finish dates for each phase of construction including demolition for the
7 new NE 12th Street Bridge over I-405; and
- 8 • Start and finish dates for construction of the noise wall.

9 In addition to the above, the Proposer shall complete Form D and submit it with the
10 Proposal.

11 **Submit** a two-page narrative for the schedule on any areas needing further explanation.
12 The narrative shall outline the critical path for the Work, the major risks associated with
13 critical path activities, and any contingency and/or mitigation plans in place to ensure
14 Substantial Completion of the project within the Contract Time.

15 **Evaluation Criteria:** Evaluation of the Preliminary Baseline Contract Schedule will be
16 based on the following:

- 17 • Compliance with this ITP and the RFP.
- 18 • Time of Substantial Completion as depicted in Form D.
 - 19 ○ While a commitment that minimizes the duration for Substantial
 - 20 Completion of the Project is desirable, a schedule that takes longer but
 - 21 minimizes impacts to the traveling public, the general public, and the
 - 22 environment may receive a higher over-all technical score.
- 23 • Other milestone commitments depicted in Form D.
- 24 • The schedule structure is consistent with best practices and illustrates a thoughtful
25 and workable solution to efficient sequencing of the Work consistent with quality,
26 safety, and the concerns of Project stakeholders for environmental and social
27 matters. For example, schedules will be scored more highly when the evaluation
28 committee recognizes:
 - 29 ○ A schedule that anticipates and makes reasonable allowance for potential
 - 30 delays such as long lead time materials, critical approvals, and adverse
 - 31 weather.
 - 32 ○ A schedule that is consistent with and illustrative of the Proposer's plan to
 - 33 minimize impact to the traveling public.
 - 34 ○ A schedule that is consistent with and illustrative of the Proposer's plan to
 - 35 minimize impacts to Overlake Hospital Medical Center and the City of
 - 36 Bellevue.
 - 37 ○ A schedule that is consistent with and illustrative of the Proposer's plan to
 - 38 minimize risk of Utility impacts.
 - 39 ○ A schedule that is consistent with and illustrative of the Proposer's plan to
 - 40 ensure environmental compliance and minimize risk of permit violations.

1 **3.3.5 QUALITY MANAGEMENT APPROACH (SECTION 4; 100 POINTS)**

2 **Submit** a two-page summary of the Quality Management Approach for design and
3 construction. Clearly identify those commitments that exceed RFP requirements.

4 **Submit** a one-page organizational chart of the Quality Assurance and Quality Control
5 Organizations including an estimate of the number of staff members that will be utilized in
6 each position. Include required certifications and appropriate accreditations.

7 **Evaluation Criteria:** The Quality Management Approach will be evaluated based on its
8 ability to achieve WSDOT’s Project goals.

9 A Quality Management Approach that generally meets the RFP requirements will receive a
10 rating of *Good*. The Quality Management Approach may receive a rating of *Very Good* or
11 *Excellent* when the Proposal includes specific management practices and/or specific
12 commitments that are considered to exceed the RFP requirements/objectives in a beneficial
13 way (providing advantages, benefits, or added value to the Project).

14 **3.3.6 PERMIT COMPLIANCE (SECTION 5; 100 POINTS)**

15 WSDOT works with regulatory agencies to develop strategies to ensure the Project meets
16 or exceeds environmental requirements. It is anticipated that the Design-Builder will
17 ensure environmental compliance with no permit violations by adopting WSDOT’s
18 permitting and environmental compliance standards. WSDOT will rank highly those
19 Proposers who commit to specific processes and/or Best Management Practices that are
20 able to meet or exceed environmental requirements and are likely to reduce the risk of
21 violations.

22 **3.3.6.1 TURBIDITY**

23 **Submit** a two-page narrative describing the measures the Proposer will take to comply
24 with Contract and Permit turbidity requirements. State only those commitments that (1)
25 exceed RFP requirements; or (2) are innovative; or (3) the means and methods for
26 complying with performance-related Contract requirements.

27 **Evaluation Criteria:** Measures for complying with the turbidity requirements of the RFP
28 will receive a rating of *Good*. Measures for complying with the turbidity requirements of
29 the RFP may receive a higher rating based upon the following:

- 30 • The degree to which the narrative demonstrates the Proposer’s understanding of
31 which activities have the potential for causing turbidity.
- 32 • The degree to which the commitments are deemed likely to be successful in
33 keeping turbidity within allowable limits.

34 **3.3.6.2 SUBCONTRACTOR COMPLIANCE**

35 **Submit** a one-page narrative describing the measures the Proposer will take to ensure that
36 subcontractors will understand and comply with environmental requirements. State only
37 those commitments that exceed Contract requirements.

38 **Evaluation Criteria:** Measures for complying with RFP requirements regarding
39 subcontractor compliance with environmental requirements will receive a rating of *Good*.
40 Measures for ensuring subcontractor compliance may receive a higher rating based upon
41 the following:

- 1 • The degree to which the narrative demonstrates the Proposer’s understanding of
2 which activities have subcontractor compliance at risk.
- 3 • The degree to which the commitments are deemed likely to be successful in
4 achieving subcontractor compliance with the environmental requirements.

5 **3.3.7 SMOOTH START-UP PLAN (SECTION 6; 50 POINTS)**

6 **Submit** a three-page narrative describing the Proposer’s approach to start-up of the Project.
7 Discuss the Proposer’s Project Management Plan for the first 90 days of the Contract.
8 Specifically discuss the following:

- 9 • Finalizing the QMP;
- 10 • Mobilization activities including co-location of design, construction, and WSDOT;
- 11 • Transition of design and construction staff from current projects;
- 12 • Document control systems;
- 13 • Preliminary Baseline Contract Schedule; and
- 14 • Process to obtain lab approval prior to the start of construction.

15 **Evaluation Criteria:** The Proposer’s approach will be evaluated based on its ability to
16 maximize Project development effectiveness and ensure efficient delivery of the Project.

17 A Smooth Start-Up Plan that generally meets the RFP requirements with an acceptable
18 level of quality will receive a rating of *Good*. The Smooth Start-Up Plan may receive a
19 rating of *Very Good* or *Excellent* when the Proposal includes specific management
20 practices and/or specific commitments that are considered to exceed the RFP
21 requirements/objectives in a beneficial way (providing advantages, benefits, or added value
22 to the Project).

23 **3.3.8 JOBS CREATION PLAN (SECTION 7; 100 POINTS)**

24 The Washington State Legislature has appropriated American Recovery and Reinvestment
25 Act (ARRA) dollars to advance the procurement for this Project. The intent of ARRA is to
26 create jobs this year.

27 **Submit** a two-page narrative describing the Proposer’s approach and commitments to
28 create jobs as soon as possible after Notice to Proceed. Discuss the Proposer’s plan to
29 ensure smooth, efficient, and accelerated construction activity. Specifically discuss the
30 following:

- 31 • Specific construction activity to occur in the first six months after Notice to
32 Proceed;
- 33 • Critical path activities leading up to those construction activities;
- 34 • The risks to WSDOT and the Design-Builder created by an accelerated
35 construction schedule; and
- 36 • Specific Project management approaches that will be used to manage those risks.

37 **Evaluation Criteria:** The Proposer’s approach will be evaluated based on its ability to
38 create jobs in the first six months after Notice to Proceed while ensuring Project
39 development effectiveness and efficient delivery of the Project.

1 The Jobs Creation Plan may receive a rating of *Very Good* or *Excellent* when the Proposal
2 includes specific commitments to create jobs within the first six months after Notice to
3 Proceed and specific management practices that are likely to minimize the risk to WSDOT.

4 **3.3.9 TECHNICAL APPROACH FOR FUTURE WIDENING OF THE NB405-EB520**
5 **RAMP BRIDGES OVER 116TH AVENUE NE, BNSF RAILROAD, NORTHUP**
6 **WAY, AND 124TH AVENUE NE (SECTION 8; 50 POINTS)**

7 **Submit** a two-page narrative, including ATCs, that describes the Proposers approach to
8 design and construction of bridges to ensure efficient widening in the future.

9 **Submit** any plans and/or technical data to support the narrative.

10 **Evaluation Criteria:** The approach will be evaluated based on the Proposer's approach to
11 ensuring efficient future widening and meeting or exceeding the RFP requirement for
12 Forward Compatibility for these bridges.

13 An approach that generally meets the RFP requirements with an acceptable level of quality
14 will receive a rating of *Good*. An approach may receive a higher rating when the Proposal
15 includes specific commitments to design and construction of these bridges that are
16 determined by the evaluation committee to exceed the RFP requirement for Forward
17 Compatibility and/or reduce future costs to widen these structures.

18 **3.3.10 TECHNICAL APPROACH FOR CONSTRUCTION OF THE NE 12TH**
19 **STREET BRIDGE INCLUDING DEMOLITION (SECTION 9; 100 POINTS)**

20 **Submit** Traffic Staging Plans for traffic on NE 12th Street for each phase of construction.

21 **Submit** a two-page narrative, including ATCs, describing the Proposer's approach for
22 construction of the NE 12th Street Overcrossing. This Section should include:

- 23 • The Proposer's general approach to construction of NE 12th Street, including:
 - 24 ○ The maximum duration of each traffic configuration; and
 - 25 ○ Construction phasing for the new bridge including the relocation of
26 utilities.
- 27 • The total calendar days of reduced capacity on NE 12th Street entered on Form D.
- 28 • Approach to demolition of the existing bridge including a discussion of how the
29 Proposer would manage impacts to Overlake Hospital Medical Center.

30 **Submit** any other plans and/or technical data to support the narrative.

31 **Evaluation Criteria:** The approach will be evaluated based on its ability to achieve
32 WSDOT's Project goals with an emphasis on minimizing impacts and achieving excellent
33 quality.

34 **3.3.11 TECHNICAL APPROACH FOR CONSTRUCTION ADJACENT TO**
35 **OVERLAKE HOSPITAL MEDICAL CENTER (SECTION 10; 200 POINTS)**

36 **Submit** a four-page narrative, including ATCs, describing the Proposer's approach to
37 design, construction, and coordination with Overlake Hospital Medical Center. The
38 narrative shall specifically address the following issues:

- 39 • Ground vibration;
- 40 • Air quality during construction;

- 1 • Construction noise; and
2 • Traffic circulation on the Overlake Hospital Medical Center campus including
3 access to the loading dock.

4 **Submit** any plans and/or technical data to support the narrative.

5 **Evaluation Criteria:** The approach will be evaluated based on its ability to achieve
6 WSDOT’s Project goals with an emphasis on minimizing impacts to adjacent properties.

7 **3.3.12 TECHNICAL APPROACH TO MAINTENANCE OF TRAFFIC DURING**
8 **CONSTRUCTION (SECTION 11; 100 POINTS)**

9 **Submit** a narrative describing the Proposer’s overall approach for maintenance of traffic
10 during construction. State only those commitments that (1) exceed RFP requirements, or
11 (2) are innovative, or (3) the means and methods for complying with performance-related
12 Contract requirements.

13 **Submit** a narrative describing the Proposer’s approach for traffic staging and maintenance
14 of traffic at each of the following connections:

- 15 • The cNB Ramp to mainline I-405;
16 • The NE 8th Street to cNB Ramp; and
17 • The northbound I-405 to SR 520 Ramp in the vicinity of the split to eastbound
18 and westbound SR 520.

19 **Submit** Traffic Staging Plans for each phase of construction at each of the connection
20 locations.

21 **Evaluation Criteria:** The approach will be evaluated based on its ability to achieve
22 WSDOT’s Project goals with an emphasis on minimizing impacts to the traveling public.

23 **Submit** a narrative describing the Proposer’s approach to placement and relocation of
24 temporary striping on mainline pavements.

25 **Submit** any technical data to support the narrative.

26 **Evaluation Criteria:** The approach will be evaluated based on its ability to achieve
27 WSDOT’s Project goal of excellent quality with specific emphasis on minimizing “ghost
28 striping” on the final pavement surface.

29 **3.3.13 OTHER TECHNICAL APPROACHES AND INNOVATIONS IN THE DESIGN**
30 **AND CONSTRUCTION OF THE PROJECT (SECTION 12; 50 POINTS)**

31 **Submit** a three-page narrative of the approved ATCs, Betterments, changes to the
32 Conceptual Design, and other innovations **which are not addressed elsewhere in the**
33 **Proposal** that, for example:

- 34 • Reduce the cost of the Project;
35 • Reduce the duration of the Project;
36 • Reduce impacts to the environment;
37 • Reduce impacts to the traveling public and the community; and
38 • Provide improvements over and above those required in the RFP and may be
39 evaluated by WSDOT as beneficial to the Project.

- 1 Examples of technical innovations may include, but are not limited to:
- 2 • Drainage:
 - 3 ○ Improvements to the drainage design that increases the level of treatment,
 - 4 increases infiltration, and/or reduces the life-cycle costs of stormwater
 - 5 management facilities, such as reduction in volume of ponds.
 - 6 • Structures:
 - 7 ○ Approaches to the design and construction of bridges and walls that:
 - 8 • Significantly reduce the schedule;
 - 9 • Minimize impacts to the traveling public;
 - 10 • Minimize long-term maintenance costs;
 - 11 • Reduce construction noise impacts; and
 - 12 • Minimize construction truck traffic.
 - 13 • Reductions in impacts to the community:
 - 14 ○ Adjustments to clearing limits that reduce impacts to upland forest or other
 - 15 environmental resources; and
 - 16 ○ Construction of any required noise wall prior to other construction
 - 17 activities in the area to reduce construction noise impacts in the
 - 18 neighboring communities.
 - 19 • Forward Compatibility:
 - 20 ○ Design and construction of the Project that incorporates Forward
 - 21 Compatible elements. The Proposal may demonstrate Forward Compatible
 - 22 elements by providing plans, profiles, or other technical information in
 - 23 Appendix C of the Proposal.

24 The Proposal shall present other changes to the Conceptual Design as the Proposer deems
25 necessary to present its approach to the design and construction of the Project. The details
26 of the ATCs, Betterments, changes to the Conceptual Design, and other innovations shall
27 be included in Appendix C of the Proposal.

28 **Evaluation Criteria:** The technical approaches and innovations will be evaluated based
29 on their ability to achieve WSDOT's Project goals.

30 A Proposal that offers no approved ATCs, Betterments, changes to the Conceptual Design,
31 other innovations **which are not addressed elsewhere in the Proposal** will receive a
32 score of zero in this Section. An approach may receive a higher score when the Proposal
33 includes specific commitments to its technical approaches and innovations to the design
34 and construction of the Project that are determined by WSDOT to provide benefit to the
35 Project.

36 **3.3.14 APPENDIX A - PROPOSER INFORMATION AND CERTIFICATIONS**

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

- 39 1. Form A (Design-Build Proposal Form and Signature Page). If the Proposer is a
40 joint venture, Form A must be executed by all joint venture members.

- 1 2. Form D (Contract Time/Milestone Completion Deadlines). Form D includes a
2 blank entitled “Contract Time Bid” to be filled in by the Proposer for the purpose
3 of establishing the deadline for Substantial Completion of the Project. The number
4 of calendar days entered under “Contract Time Bid” on Form D will be used in
5 Section 4.2 of the Contract Form to establish the Contract Time. The Proposer
6 shall determine the number of calendar days to be included under “Contract Time
7 Bid” on Form D pursuant to its plan for performance of the Work, taking into
8 account the liquidated damages provided in the Contract.
- 9 The number of days to be shown shall start on the first calendar day after Notice to
10 Proceed and shall end on the scheduled date of Substantial Completion. All
11 requirements of the Contract shall be considered in determining the number of
12 calendar days shown for Contract Time Bid on Form D. In making such
13 determination, the Proposer shall adjust the resources and rates of production so
14 that Substantial Completion is accomplished no later than December 31, 2012.
- 15 **Proposals with calendar days recorded for Contract Time that extend**
16 **Substantial Completion beyond December 31, 2012, will be considered non-**
17 **responsive.** If the Proposer fails to complete and submit Form D or fails to submit
18 a bid for the Contract Time Bid item, WSDOT will consider the bid non-
19 responsive.
- 20 The Milestone Completion Deadlines provided on Form D will be considered as
21 commitments by the Proposer in the execution of the Contract. The milestones
22 provided and the proposed duration from Notice to Proceed will be considered in
23 the evaluation as described in Sections 3.3.4 and 3.3.10 of this ITP.
- 24 3. DBE Performance Plan in accordance with Section 1.3.8 of this ITP.
- 25 4. Form E (Identification of Proposer, Guarantors, Major Participants, Earthwork
26 Subcontractors, Structures Subcontractors, and Each Subconsultant and
27 Subcontractor performing 20 Percent or more of the Design-Build Work).
- 28 5. Form L (Utility Certification).
- 29 6. Description of Legal Structure - A detailed description of the legal structure of the
30 entity making the Proposal. If the Proposer is a partnership or joint venture, the
31 Proposer shall attach the full names and addresses of all partners or joint ventures,
32 identify the equity ownership interest of each entity, and provide formation and
33 organization information for each general partner or joint venture. If the Proposer
34 is a limited liability entity, the Proposer shall attach full names and addresses of all
35 equity holders in the limited liability entity and identify any entities that are
36 financially responsible in any way for the limited liability entity.
- 37 7. Joint and Several Liability Letter - If the Proposer is a joint venture, the Proposer
38 shall attach a letter signed by an authorized representative of each joint venture
39 stating that the joint venture agrees to be held jointly and severally liable for any
40 and all of the duties and obligations of the Proposer under the Proposal, and if
41 awarded, under the Contract. The Proposer shall attach evidence to each letter that
42 the person signing the letter has authority to do so.
- 43 8. Form K (Form of Guaranty). If the Proposer is a limited liability entity, the
44 Proposer shall include a commitment letter from each of the equity holders of the
45 Proposer, agreeing to provide a guaranty of the Proposer’s obligations on Form K.

- 1 9. Evidence of Authorization – Powers of Attorney. Evidence of authorization to
2 execute and deliver the Proposal and the Contract. If such authorization arises out
3 of one or more powers of attorney, copies of the powers of attorney shall be
4 attached as well as certified copies of the appropriate resolutions from the
5 applicable entities’ governing bodies authorizing said powers of attorney. If the
6 Proposer is a partnership or a joint venture, such evidence shall be provided for the
7 Proposer and for each of its general partners/joint venture members, at all tiers, and
8 in all cases certified by an appropriate officer.
- 9 10. Information and Work Site Certification - A certified statement that the Proposer
10 has, prior to submitting its Proposal, in accordance with generally accepted
11 engineering and construction practices, reviewed the Reference Documents and
12 other information provided by WSDOT; inspected and examined the site and
13 surrounding locations; and undertaken other appropriate activities sufficient to
14 familiarize itself with surface conditions and subsurface conditions that are
15 discernible from the surface and affect the Project, to the extent the Proposer
16 deemed necessary or advisable for submittal of a Proposal. The certified statement
17 should specifically indicate that as a result of such review, inspection, examination,
18 and other activities, the Proposer is familiar with and accepts the site and the
19 physical requirements of the Work.
- 20 11. Certification Regarding Changes to Key Personnel and Major Participants - A
21 signed statement that the Key Personnel and Major Participants identified on the
22 Proposer’s SOQ have not changed. Alternatively, the Proposer may attach a
23 WSDOT approval letter regarding any such changes to Key Personnel or Major
24 Participants.
- 25 12. Certification Regarding Right of Way - A signed statement that the Proposer will
26 construct the Work within the Right-of-Way identified in the RFP. Alternatively,
27 the Proposer may attach a WSDOT approval letter regarding any ATC that
28 contemplates construction of the Work outside of the Right of Way identified in the
29 RFP.
- 30 13. Form M (Stipend Agreement).
- 31 14. Form O (WSDOT Form 271-015 Subcontractor List) prepared in compliance with
32 RCW 39.30.060 as amended. The Proposal shall include a list of: (1)
33 subcontractors who will perform the Work of heating, ventilation, air conditioning,
34 plumbing as described in Chapter 18.106 RCW, and electrical as described in
35 Chapter 19.28 RCW; (2) the Work those subcontractors will perform on the
36 Contract; and (3) No more than one subcontractor for each category of Work
37 identified, except when subcontractors vary with bid alternates, the bidder shall
38 identify which subcontractor will be used for which alternate.
- 39 15. Form Q (Option for Use of WSDOT-Owned Property) - The Proposer must
40 complete Form Q indicating its election to use the available WSDOT-owned
41 property shown as parcel number 1-19086 on approved Right of Way Plan SR 405
42 NE 8th St to SR 520 Interchange Vic. - East side, Sheet 4 of 5 sheets. or to decline
43 the exercise of such option. If the Proposer indicates “yes” on Form Q submitted
44 with its Proposal, the Proposer shall utilize the property in accordance with the
45 Contract. If the Proposer indicates “no” on Form Q submitted with its Proposal,
46 the Proposer is declining to use the WSDOT-owned property. In the event the
47 Proposer fails to mark “yes” or “no” on Form Q, or if the Proposer fails to submit

1 Form Q with the Proposal, it shall be deemed that the Proposer has elected to
2 decline the option to use the WSDOT-owned property.

3 **3.3.15 APPENDIX B - RESUMES**

4 **3.3.16 APPENDIX C - DETAILS OF TECHNICAL APPROACH AND INNOVATIONS**

5 **3.3.17 PRICE PROPOSAL (SECTION 13)**

6 The Price Proposal shall include the information and documentation identified in this
7 Section, Section 3.1.4, and Table 3.1.2 of this ITP.

8 **Part I: Price Proposal**

9 A. Form B (Price Proposal). The Proposer shall submit its Proposal Price divided into
10 the categories identified on Form B. The total of these items on Form B will be the
11 Contract Price.

12 B. Form F (Proposal Bond). The Proposal shall include a Proposal Bond in the form
13 of Form F or alternative security as provided in Section 2.14.1 of this ITP.

14 C. Form N (Project Schedule of Values).

15 D. Letters from Sureties addressing payment, performance, and warranty of bonds.
16 The letters of commitment from Sureties (who meet the requirements of Section
17 2.14.3 of this ITP) agreeing to issue the Contract Bond as required in Section
18 2.14.2 of this ITP.

19 **Part II: Upset Amount Determination**

20 E. Form C (Upset Amount Determination). The Proposer shall indicate on Form C if
21 the total Proposal Price is less than or equal to the upset amount.

22 **4.0 PROPOSAL EVALUATION PROCESS**

23 **4.1 GENERAL**

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

28 **4.2 TECHNICAL EVALUATION SCORING SUMMARY**

29 The technical evaluation factors are tabulated in Table 4.2 below. Proposers may be
30 disqualified for receiving a fail for any evaluation factor that is scored pass/fail. The
31 technical evaluation score will be calculated by summing the Proposer's points received
32 out of the Max Score shown in Table 4.2. The evaluation of each section will be closely
33 related to WSDOT's values and Project goals. During the evaluation process, information
34 in any section listed in Table 4.2 below can be used when scoring other sections.

1
 2

Table 4.2 TECHNICAL EVALUATION SCORING SUMMARY

Technical Evaluation Score Sheet	Max Score
Technical Proposal - Sections 1 - 12:	
Section 1 - Executive Summary	P/F
Section 2 - Project Management Approach	50
Section 3 - Preliminary Baseline Contract Schedule	100
Section 4 - Quality Management Approach	100
Section 5 – Permit Compliance	100
Section 6 – Smooth Start-Up Plan	50
Section 7 – Jobs Creation Plan	100
Section 8 – Technical Approach to for Future Widening of the NB405-EB520 Ramp Bridges over 116th Avenue NE, BNSF Railroad, Northup Way, and 124th Avenue NE	50
Section 9 – Technical Approach for Construction of the NE 12 Street Overcrossing Including Demolition	100
Section 10 – Technical Approach for Construction Adjacent to Overlake Hospital Medical Center	200
Section 11 – Technical Approach to Maintenance of Traffic During Construction	100
Section 12 – Other Technical Approaches and Innovations in the Design and Construction of the Project	50
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
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 L (Utility Certification)	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
Form M (Stipend Agreement)	P/F
Form O (WSDOT Form 271-015 Subcontractor List)	P/F
Form Q (Option for Use of WSDOT-Owned Property)	P/F
Appendix B - Resumes	
Appendix C - Details of Technical Approach and Innovations	

1

Technical Evaluation Score Sheet	Max Score
Price Proposal - Section 13:	
Part I - Price Proposal	
Form B (Price Proposal)	P/F
Form F (Proposal Bond)	P/F
Form N (Project Schedule of Values)	P/F
Letters from Sureties	P/F
Part II - Upset Amount Determination	
Form C (Upset Amount Determination)	P/F
GRAND TOTAL	1,000

2

3 **4.3 RESPONSIVENESS AND PASS/FAIL REVIEW**

4 **4.3.1 INITIAL RESPONSIVENESS EVALUATION**

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

1 WSDOT may also exclude from consideration any Proposer whose Proposal contains a material
2 misrepresentation.

3 **4.3.2 UPSET AMOUNT**

4 As part of the responsiveness evaluation, WSDOT will review Form C provided in each
5 Price Proposal package to determine if the respective Proposal Prices are less than, equal
6 to, or greater than the Upset Amount. The Upset Amount is defined as One Hundred
7 Seventy Five Million and No/100 Dollars (\$175,000,000.00). Failure to include Form C
8 may result in the Proposal being declared non-responsive and the Proposer being
9 disqualified.

10 If one or more of the Proposal Prices are less than or equal to the Upset Amount, WSDOT
11 will evaluate all Proposals and may proceed to award the Contract based on the best value
12 determination (as described in Section 4.5 of this ITP) to any Proposer whose Proposal
13 Price is less than or equal to the Upset Amount. WSDOT may also elect to proceed with
14 discussions with the Proposers followed by a request for BAFOs from all Proposers or
15 cancel the RFP. If no Proposal has a Proposal Price less than or equal to the Upset
16 Amount, WSDOT will either proceed directly with discussions with the Proposers
17 followed by a request for BAFOs or cancel the RFP. In such event, WSDOT may review
18 the Proposals for responsiveness and also with reference to possible discussions with the
19 Proposers.

20 This Upset Amount evaluation will be performed by the WSDOT Contract Ad and Award
21 Manager in strict confidence upon receipt of all Proposals. After completion of said
22 review, each Form C will be resealed in its designated envelope and placed back with its
23 respective Price Proposals. The WSDOT Contract Ad and Award Manager will hold all
24 information regarding the identity of all Proposers as related to the Upset Amount
25 Determination strictly confidential. No information regarding the Upset Amount
26 Determination shall be given to any individuals involved in the technical evaluation
27 process. If a Proposal is deemed unacceptable based solely on price magnitude being
28 greater than the Upset Amount, the Proposal will still be eligible for the Stipend provided
29 all other criteria relative to the Stipend are met.

30 **4.3.3 PASS/FAIL CRITERIA EVALUATION**

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

- 32
- 33 • Business form of Proposers and team members shall meet Project requirements.
 - 34 • The Major Participants and Key Personnel listed in the Proposal shall not have
35 changed since submission of its SOQ, or the Proposer shall have previously
36 advised WSDOT of a change and received WSDOT's written approval for the
change.
 - 37 • Proposal Bond (or alternative security) and Surety commitment letter shall have
38 been provided as required by Section 2.14 of this ITP.
 - 39 • Proposer information, certifications, and documents as listed in Section 3.1.2 of
40 this ITP are included in the Proposal and are complete, accurate, and responsive,
41 and they do not identify any material adverse changes from the information
42 provided in the SOQ information.
 - 43 • The Proposer has provided all other forms and documentation required by this ITP.

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

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

12 **4.4 EVALUATION OF THE TECHNICAL PROPOSAL**

13 WSDOT will evaluate each of the technical requirements described in Section 3 of this ITP
14 in conjunction with WSDOT’s values and Project goals described in Section 1 of this ITP,
15 for determining the Proposal technical score. The technical evaluation score sheet in
16 Section 4.2 of this ITP identifies the maximum scoring for each technical requirement.
17 The following adjectival rating system will be used in determining the technical score for
18 each subsection of the Proposal:

- 19 • **Excellent** (90-100 percent): The subsection of the Proposal demonstrates an
20 approach that is considered to significantly exceed the RFP requirements/objectives
21 in a beneficial way (providing advantages, benefits, or added value to the Project),
22 and provides a consistently outstanding level of quality. In order for the subsection
23 of the Proposal to meet the minimum criteria to be considered *Excellent*, it must be
24 determined to have significant strengths and/or a number of minor strengths and no
25 appreciable weaknesses. The minimum score for *Excellent* is 90 percent. The
26 greater the significance of the strengths and/or the number of strengths will result
27 in a higher percentage, up to a maximum of 100 percent. There is virtually no risk
28 that the Proposer would be unsuccessful in delivering the Project to WSDOT's
29 satisfaction, and would most likely exceed all Project goals.
- 30 • **Very Good** (80-89 percent): The subsection of the Proposal demonstrates an
31 approach that is considered to exceed the RFP requirements/objectives in a
32 beneficial way (providing advantages, benefits, or added value to the Project) and
33 offers a generally better than acceptable quality. In order for the subsection of the
34 Proposal to meet the minimum criteria to be considered to be *Very Good*, it must be
35 determined to have strengths and no significant weaknesses. Minor weaknesses are
36 offset by strengths. The minimum score for *Very Good* is 80 percent. The greater
37 the significance of the strengths and/or the number of strengths, and the fewer the
38 minor weakness will result in a higher percentage, up to a maximum of 89 percent.
39 There is little risk that the Proposer would be unsuccessful in delivering the Project
40 to WSDOT's satisfaction, and would most likely meet and/or exceed all Project
41 goals.
- 42 • **Good** (70-79 percent): The subsection of the Proposal demonstrates an approach
43 that is considered to meet the RFP requirements/objectives and offers an acceptable
44 level of quality. In order for the subsection of the Proposal to meet the minimum
45 criteria to be considered to be *Good*, it must be determined to have strengths, even
46 though minor and/or significant weaknesses exist. The minimum score for *Good* is
47 70 percent. The greater the significance of the strengths and/or the number of

1 strengths, and the fewer the minor or significant weakness will result in a higher
2 percentage, up to a maximum of 79 percent. It is expected that the Proposer would
3 be able to deliver the Project to WSDOT's satisfaction and meet the Project goals.

- 4 • **Poor** (0-69 percent): The subsection of the Proposal demonstrates an approach that
5 contains minor and/or significant weaknesses and no appreciable strengths. The
6 subsection of the Proposal is considered to not meet the RFP requirements and may
7 be determined to be non-responsive.

8 WSDOT, at its sole discretion, may reject any Proposal receiving a technical score below
9 700.

10 **4.5 BEST VALUE DETERMINATION**

11 **4.5.1 PROPOSAL RATING**

12 Each responsive Proposal will be rated
13 using the following equation:

$$14 \text{ Score} = \frac{T \times \$10,000,000}{\$P}$$

15 Where:

16 Score = The Proposal Rating

17 \$P = The Proposal Price

18 T = Technical Evaluation Score (A number between 0 and 1000)

19 The Apparent Best Value Proposal will be that responsive Proposal with the Highest Score
20 from the equation above.

21 **4.6 BEST AND FINAL OFFERS (BAFOS)**

22 If all Proposal Prices are less than or equal to the Upset Amount (see Section 4.3.2 of this
23 ITP), WSDOT does not currently intend to request BAFOs, but reserves the right to do so.
24 If all Total Proposal Prices exceed the Upset Amount, it is likely that WSDOT will request
25 BAFOs. There may be other circumstances in which BAFOs may be requested. (See
26 Section 4.3.2 of this ITP).

27 **5.0 CONTRACT AWARD AND EXECUTION**

28 Following selection of a Proposer by WSDOT and verification that the Proposer has
29 complied with the requirements of the RFP, WSDOT will deliver five sets of execution
30 copies of the Contract to the selected Proposer. To be awarded the Contract, the selected
31 Proposer must satisfy WSDOT's Contract award requirements by executing and delivering
32 the Contract together with all other required documents described below, within 20 calendar
33 days of receipt of the execution copies of the Contract from WSDOT. WSDOT will return
34 one copy of the Contract executed by WSDOT within ten business days of receipt of all
35 required documents from the Proposer:

- 36 • Executed Contract.
- 37 • Evidence of authorization to execute the Contract, in the form of a certified
38 resolution of the governing body of Proposer expressly stating such body's

1 authorization to execute the Contract and, if the Proposer is a partnership, joint
2 venture, unincorporated association, or limited liability company, of the governing
3 bodies of the entity's partners or members.

- 4 • Contract Bond issued by the Surety listed in the Proposal, or an equivalent Surety
5 meeting the requirements set forth in Section 2.14 of this ITP.
- 6 • The insurance policies, endorsements, and/or certificates required under Section 1-
7 07.18 of the General Provisions.
- 8 • Evidence that the Proposer, its Major Participants, and other identified
9 Subcontractors hold all licenses as of award necessary to perform the Work.
- 10 • If applicable, the guaranties in the form attached as Form K, together with
11 appropriate evidence of authorization thereof.

12 **5.1 DEBRIEFING**

13 Within 60 calendar days after execution and delivery of the Contract, WSDOT will be
14 available for an oral debriefing session upon written request made to WSDOT's
15 Representative by an authorized representative of an unsuccessful Proposer.

16 **6.0 PROPOSER STIPENDS**

17 WSDOT will pay a Stipend of \$375,000 to each Proposer that provides a responsive but
18 unsuccessful Proposal, provided that such Proposer has timely executed and delivered the
19 Stipend Agreement (Form M) to WSDOT and has submitted a request for payment to
20 WSDOT. Such request shall be submitted within seven calendar days after notice of award
21 is posted.

22 If no Contract award is made, all responsive Proposers that have timely executed and delivered
23 the Stipend Agreement will receive the Stipend. The Stipend will be paid within 45 calendar
24 days after award of the Contract or the decision not to award a Contract.

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

28 In consideration for paying the Stipend, WSDOT reserves the right to use any ideas or
29 information contained in the unsuccessful Proposals in connection with any Contract
30 awarded for the Project or with any subsequent procurement, without any obligation to pay
31 any additional compensation to the Proposer. Each Proposer acknowledges that WSDOT
32 will have the right to inform the successful Proposer, after award, regarding the contents of
33 all Proposals for which stipends have been (or will be) paid, for the purpose of allowing
34 concepts to be reviewed by the selected Design-Builder and incorporated into the Contract
35 as deemed advisable. WSDOT will provide the successful Proposer with all the ATCs as
36 soon as practicable for incorporation as a VECP at the discretion of the Proposer.
37 Furthermore, upon the Proposers' receipt of payment, the right to use such work product
38 will extend to other projects undertaken by WSDOT, as WSDOT deems appropriate.
39 However, WSDOT acknowledges that the use of any of the work product by WSDOT or
40 the Design-Builder is at the sole risk and discretion of WSDOT and the Design-Builder,
41 and it will in no way be deemed to confer liability on the unsuccessful Proposer.

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2 **7.0 PROTESTS**

3 **7.1 PROTEST PROCEDURES**

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

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

18 **7.1.1 PROTESTS REGARDING RFP DOCUMENTS**

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

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

30 Protests regarding the RFP shall be filed as soon as the basis for protest is known to the
31 Proposer, but in any event it must be actually received no later than ten calendar days
32 before the Proposal Due Date, provided that protests regarding an addendum to the RFP
33 shall be filed and actually received no later than five calendar days after the addendum to
34 the RFP is issued (or no later than the Proposal Due Date, if earlier).

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

38 Ken Walker
39 WSDOT Contract Ad & Award Office
40 P. O. Box 47360
41 Olympia, WA 98504-7360

42 WSDOT will distribute copies of the protest to the other Proposers and may, but need not,
43 request other Proposers to submit statements or arguments regarding the protest and may,

1 at its sole discretion, discuss the protest with the protesting Proposer. If other Proposers
2 are requested to submit statements or arguments, they may file a statement in support of or
3 in opposition to the protest within seven calendar days of the request.

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

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

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

19 **7.1.2 PROTESTS REGARDING RESPONSIVENESS DETERMINATION OR**
20 **AWARD**

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

26 Notice of protest of any non-responsiveness determination must be filed within five days
27 after the notification of non-responsiveness. Notice of protest of any award by WSDOT
28 must be filed within nine days after WSDOT's opening of the Price Proposals.

29 Within seven days of the notice of protest, the protesting Proposer must file with the
30 Protest Official, with a copy to WSDOT's Representative and the other Proposers, a
31 detailed statement of the grounds, legal authorities, and facts, including all documents and
32 evidentiary statements, in support of the protest. Evidentiary statements, if any, shall be
33 submitted under penalty of perjury. The protesting Proposer shall have the burden of
34 proving its protest by clear and convincing evidence.

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

39 WSDOT's Representative and the other Proposers may file by hand delivery or courier to
40 the Protest Official, with a copy to the protesting Proposer, a statement in support of or in
41 opposition to the protest. Other Proposers shall also deliver a copy of their statement to
42 WSDOT's Representative. Such statements must be filed within seven days after the
43 protesting Proposer files its detailed statement of protest.

44 Unless otherwise required by law, no evidentiary hearing or oral argument shall be
45 provided, except, in the sole discretion of the Protest Official or his designee, a hearing or

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

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

13 **7.2 JUDICIAL REVIEW**

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

PROPOSAL FORMS

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3	Form A	Design-Build Proposal Form and Signature Page
4	Form B	Price Proposal
5	Form C	Upset Amount Determination
6	Form D	Contract Time/Milestone Completion Deadlines
7	Form E	Identification of Proposer, Guarantors, Major Participants, Earthwork
8		Subcontractors, Structures Subcontractors and Each Subconsultant and
9		Subcontractor Performing 20 Percent or More of the Design-Build Work
10	Form F	Proposal Bond
11	Form K	Form of Guaranty
12	Form L	Utility Certification
13	Form M	Stipend Agreement
14	Form N	Project Schedule of Values
15	Form O	WSDOT Form 271-015 Subcontractor List
16	Form Q	Option for Use of WSDOT-Owned Property

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FORM A
DESIGN-BUILD PROPOSAL FORM AND SIGNATURE PAGE

Washington State Department of Transportation
Design-Build Request for Proposals

I-405/NE 8th St to SR 520 Braided Ramps - Interchange Improvements

PROPOSER: _____

Proposal Date: _____

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Ken Walker
WSDOT Contract Ad & Award Office
Transportation Building, Room 1A23
310 Maple Park Avenue SE
Olympia, WA 98501-7360

The undersigned (“Proposer”) submits this proposal (the “Proposal”) in accordance with the Instructions to Proposers (the “ITP”) contained in the Request for Proposals (the “RFP”) issued by Washington State Department of Transportation (“WSDOT”), dated _____, for the **I-405/NE 8th St to SR 520 Braided Ramps - Interchange Improvements** Project (the “Project”). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the ITP. If the Proposer is a joint venture, or LLC, the agreements, acknowledgments, certifications and representations contained herein shall be deemed made jointly and severally by each joint venture or LLC member.

1) In consideration for WSDOT supplying us, at our request, with the RFP documents and agreeing to examine and consider this Proposal, the undersigned agrees:

to keep this Proposal open for acceptance for 90 days after the Proposal Due Date without any member or partner withdrawing or any other change being made in the Proposer’s organization, unless WSDOT has agreed in its sole discretion and in writing to such change or withdrawal; and;

if this Proposal is accepted, to provide the Contract Bond securing the due performance of the Design-Build Contract (the “Contract”) as stipulated in the Contract and the RFP.

2) If selected by WSDOT, Proposer agrees to (a) execute the Contract to design and construct the Project in accordance with the Contract Documents and (b) to provide all documents and satisfy all other requirements set forth in Section 5 of the ITP.

3) Enclosed herewith, and by this reference incorporated herein and made a part of this Proposal, are the following:

- Section 1 Executive Summary and Pass-Fail Information
- Section 2 Qualifications
- Section 3 Project Management Approach
- Section 4 Quality Management Approach
- Section 5 Preliminary Baseline Schedule

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

2 *[Insert the Proposer's name]*

3 By: _____

4 Print Name: _____

5 Title: _____

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

7 *[Insert the Proposer's name]*

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

9 Print Name: _____

10 Title: _____

11 By: _____

12 Print Name: _____

13 Title: _____

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

16 3) Sample signature block for attorney in fact:

17 *[Insert the Proposer's name]*

18 By: _____

19 Print Name: _____

20 Attorney in Fact: _____

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FORM B

PRICE PROPOSAL

Washington State Department of Transportation

Design-Build Request for Proposals

I-405/ NE 8th St to SR 520 Braided Ramps - Interchange Improvements

PRICE

<u>LINE NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>ITEM TOTAL</u>
1	COB Sanitary Sewer Relocation MP 13.78, UT01294	Lump Sum	_____
2	COB 8 IN Sanitary Sewer Relocation Northup & SR 520, UT 01294	Lump Sum	_____
3	COB 8 & 12 IN Sanitary Sewer SR520 MP 7.52-7.6, UT 01294	Lump Sum	_____
4	COB 12 IN Water Line Relocation MP 13.83, UT01294	Lump Sum	_____
5	COB 16 IN Water Line Relocation MP 14.12, UT01294	Lump Sum	_____
6	COB 8 IN Water Line Relocation MP 14.52, UT01294	Lump Sum	_____
7	COB 20 IN Water Line Relocation SR 520 MP 7.37, UT01294	Lump Sum	_____
8	Cyclic Density Price Adjustment		<u>\$1.00 Est.</u> _____
9	Total for Design-Build Work (Work Covered by Department of Revenue Rule 170)	Lump Sum	_____
10	Total for Design-Build Work (Work Covered by Department of Revenue Rule 171)	Lump Sum	_____
11	Reimbursement for Third-Party Damage		<u>\$5.00 Est.</u> _____
12	Minor Change		<u>\$1.00 Est.</u> _____

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2	13	Non-Specification Material Price Adjustment	\$1.00 Est. _____
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4	14	Non-Specification Material Compaction Price Adjustment	\$1.00 Est. _____
5			
6			
7	15	Asphalt Cost Price Adjustment	\$1.00 Est. _____
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9	16	Incentives/Disincentives	\$1.00 Est. _____
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11	17	WSDOT Share Partnering/DRB	\$1.00 Est. _____
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14 Total Proposal Price = Line 1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 +10 +11 + 12 +13 +14
15 +15+16+17 =
16 _____.

17 *Note: For the purpose of providing a common Proposal Price for all Proposers, WSDOT has entered an*
18 *amount for Items 8 and 11 through 17 in the Proposal to become a part of the Total Proposal Price by*
19 *the Design-Builder. Adjustments, if any, to any Line Item shall be made as specified in the Contract*
20 *Documents.*

21 **[DESIGN-BUILDER SIGNATURE]**

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23 By: _____
24 Name: _____
25 Title: _____
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27 Washington Contractor License Number: _____
28 Federal ID Number: _____
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FORM C
UPSET AMOUNT DETERMINATION

Proposer Name: _____

Is the Total Proposal Price less than or equal to the Upset Amount (\$175,000,000)?

Check One:

_____ Yes.

_____ No.

Date: _____

Signature: _____

Title: _____

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FORM D
CONTRACT TIME/MILESTONE COMPLETION DEADLINES

Washington State Department of Transportation
Design-Build Request for Proposals

I-405/ NE 8th St to SR 520 Braided Ramps - Interchange Improvements

Name of Proposer: _____

Contract Time Bid: _____ (Notice to Proceed To **Substantial Completion**)

Milestones	Milestone Completion Deadlines
	Proposed Duration (Calendar Days from Notice to Proceed)
A. Final Configuration Open to Traffic ⁽¹⁾	A. _____ Calendar Days
B. Other milestones (if proposed)	B. _____ Calendar Days
C. Duration of reduced capacity on NE 12th Street	C. _____ Calendar Days ⁽²⁾

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Notes:

- (1) Final Configuration Open to Traffic is achieved when all lanes and ramps are in their final configuration, open to traffic and only final striping and other incidental work remain for Substantial Completion.
- (2) Total calendar days of reduced capacity on NE 12th St.

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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

I-405/ NE 8th St to SR 520 Braided Ramps - Interchange Improvements

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

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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 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.

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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 _____, 2009.

Notary Public in and for said County and State

[Seal]

MY COMMISSION EXPIRES: _____



Washington State
Department of Transportation

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FORM F
PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

of _____ as principal, and the

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

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

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

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

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

and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

DOT Form 272-001 EF Revised 12/97

FORM K
FORM OF GUARANTY
Washington State Department of Transportation

Design-Build Request for Proposals

I-405/ NE 8th St to SR 520 Braided Ramps - Interchange Improvements

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

R E C I T A L S

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

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

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

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

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

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

4. **Liability of Guarantor**

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

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

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

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

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

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

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

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

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

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

If to WSDOT: _____

Attn: _____

Telephone: _____

Facsimile: _____

If to Guarantor: _____

Attn: _____

Telephone: _____

Facsimile: _____

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

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

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

similar proceeding and the failure of WSDOT to so file will not affect Guarantor's obligations under this Guaranty.

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

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

at _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

FORM L

UTILITY CERTIFICATION

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

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

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

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

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

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

Date: _____

Signature: _____

Proposer's Name: _____

Title: _____

FORM M
STIPEND AGREEMENT
I-405/ NE 8th St to SR 520 Braided Ramps - Interchange Improvements
Project
Design-Build Request for Proposals
Washington State Department of Transportation Project

THIS STIPEND AGREEMENT (this "Agreement") is made and entered into as of this _____, 2009, by and between the Washington State Department of Transportation ("Department"), _____, a _____, ("Proposer"), with reference to the following facts:

1. Proposer is one of the entities pre-qualified to submit Proposals for the I-405/NE 8th St to SR 520 Braided Ramps - Interchange Improvements Project (the "Project"), and wishes to submit a Proposal in response to the Request for Proposals for the Project (the "RFP") issued by the Department.
2. The RFP requires each Proposer to execute and deliver a Stipend Agreement to the Department by the date specified in the RFP, as a condition to the Department's obligation to pay a stipend to the Proposer.

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

1. **Services and Performance.** Department hereby retains Proposer to prepare a responsive Proposal in response to the RFP. A "responsive" Proposal means a Proposal submitted by a qualified Proposer, which conforms in all material respects to the requirements of the RFP, as determined by Department, and is timely received by Department.

Subject to the provisions of the RFP documents regarding ownership of EPDs, all work performed by Proposer and its team members pursuant to this Agreement shall be considered work for hire, and the products of such work shall become the property of Department without restriction or limitation on their use. Neither Proposer nor any of its team members shall copyright any of the material developed under this Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the RFP.

2. **Term.** Unless otherwise provided herein, the provisions of this Agreement shall remain in full force and effect until execution of the Contract or until one year from the date of the execution of this Agreement, whichever occurs first. Services are authorized to commence effective upon the execution date of this Agreement and Proposal, and they are due by the dates set forth in the RFP.

3. Compensation and Payment.

- a. Compensation payable to Proposer for the services described herein shall be in the amount of \$375,000.
- b. If Department awards the Contract to Proposer, Proposer will not be entitled to compensation hereunder.
- c. Payment will be owing hereunder only after receipt and approval of goods and services, and will be made within 45 days after award of the Contract or the decision not to award a contract, after receipt of a proper invoice submitted to Department under this paragraph 3(c). The invoice must be accompanied by a letter stating that the Proposer agrees with the terms of this agreement. Such invoice may not be submitted until one business day after the earlier to occur of (i) award of the Contract, (ii) cancellation of the procurement, or (iii) expiration of the time period for award stated in the RFP, as the same may have been extended by Department pursuant to the terms of the RFP. Department will advise Proposer when said Contract is executed.
- d. This Agreement involves the submission of a Proposal by Proposer that must be received by the due date set forth in the RFP and determined responsive by Department as a condition of payment.

4. Indemnities.

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

5. Compliance with Laws.

- a. Proposer acknowledges that all written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to Department during this procurement process, excluding only the EPDs, are, upon their receipt by Department, the property of Department and are subject to the Washington Public Records Act.
- b. Proposer shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the work, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

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

6. **Early Termination.**

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

7. **Assignment.**

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

8. **Miscellaneous.**

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

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

WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION

By: _____

Name: _____

Title: _____

[insert Proposer's name]

By: _____

Name: _____

Title: _____

FORM N
PROJECT SCHEDULE OF VALUES

	Item Description	Unit	% of Contract	Amount
1.	Mobilization	LS	%	\$
2.	Maintenance Of Traffic	LS	%	\$
3.	Temp. Erosion & Sedimentation Control	LS	%	\$
4.	Earthwork	LS	%	\$
5.	Pavement	LS	%	\$
6.	Drainage	LS	%	\$
7.	Structures	LS	%	\$
8.	Traffic Items (signing, signalization, lighting, ITS, pavement markings, etc.)	LS	%	\$
9.	Retaining Walls	LS	%	\$
10.	Noise Walls	LS	%	\$
11.	Landscaping	LS	%	\$
12.	Environmental Mitigation (wetland and stream mitigation)	LS	%	\$
13.	Utilities (Category 2)	LS	%	\$
14.	Construction Management (quality management, contract mgmt, etc.)	LS	%	\$
15.	Professional Services (engineering, public information, etc.)	LS	%	\$
PROJECT TOTAL			%	\$

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FORM O
WSDOT FORM 271-015
SUBCONTRACTOR LIST

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

Project Name _____

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

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

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

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

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

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

Sublist revision 6/99DOT
Form 271-015 EF

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FORM Q
OPTION FOR USE OF WSDOT-OWNED PROPERTY
Washington State Department of Transportation
Design-Build Request for Proposals
I-405/NE 8th St to SR 520 Braided Ramps - Interchange Improvements

Proposer Name: _____

Is the Proposer exercising the option to use the WSDOT-owned property shown as parcel number 1-19086 on approved Right of Way Plan SR 405 NE 8th St to SR 520 Interchange Vic. - East side, Sheet 4 of 5 sheets., agreeing to the Terms and Conditions set forth in Appendix R11 of the Request for Proposal?

Check One:

_____ Yes.
_____ No.

Date: _____

Signature: _____

Title: _____