

STATE OF WASHINGTON

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REQUEST FOR PROPOSALS

AUGUST 13, 2015



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Steve Hobbs
Ranking Member

REQUEST FOR PROPOSALS

**REVIEW OF WSDOT'S IMPLEMENTATION OF
DESIGN-BUILD PROJECT DELIVERY**

I. BACKGROUND

The Washington State Legislature is interested in exploring the Washington State Department of Transportation's (WSDOT) use of the design-build project delivery method, and identifying potential changes in law, practice or policy that will allow WSDOT to optimally employ design-build in order to maximize efficiencies in cost and schedule, and ensure that project risk is borne by the appropriate party.

In 2003 and 2005, the Legislature approved two major transportation revenue packages totaling \$11 billion that funded 432 projects including several mega projects. In completing those mega projects, WSDOT experienced some success in delivering projects through design-build including the Tacoma Narrows Bridge, I-405 corridor projects, and the SR 532 projects. However, WSDOT also made mistakes that some believe threaten to undermine public confidence in the agency and their ability to effectively complete complex and expensive projects.

This design-build review study is described and authorized in 2015 legislation, [2ESSB 5997](#). It is approximately a 14 month study, with a final report due by December 1, 2016.

Design-build authorization for WSDOT

Design-build (DB) is a method of project delivery in which an agency executes a single contract with one entity (the Design-Builder) for design and construction services to provide a finished product based on owner-specified performance requirements.

WSDOT has had the authority to use design-build since 1998, when the authority was limited to two pilot projects over \$10 million.

That same year, the Legislature and the Governor appointed the Blue Ribbon Commission on Transportation (BRCT) to assess the state transportation system, make the system more accountable, and prepare a 20-year plan for funding and investments.

One of the 18 major recommendations of the BRCT was to incorporate the design-build process and its variations into construction projects to achieve the goals of time savings and avoidance of costly change orders (Recommendation 8). The [BRCT final report](#) said "the advantages of design-build are derived from the collaborative effects of the designer-builder relationship, the potential for innovation, and greater cost control. Examples in other states have shown modest savings in total project cost, but even greater savings in the time of project delivery, which can be reduced by as much as one-third."

The Legislature authorized implementation of Recommendation 8 in 2001 with the adoption of SHB 1680. It provided WSDOT authority to use design-build until 2008 for projects over \$10 million where the activities are highly specialized and a design-build approach is critical to developing the construction methodology; or the projects would provide opportunity for greater innovation and efficiencies between the designer and the builder; or significant savings in project delivery time would be realized. Legislative findings in SHB 1680 cited goals of time savings and avoidance of costly change orders, as rationale for authorizing WSDOT to use design-build.

The Legislature amended the design-build statute in 2006 to eliminate the 2008 sunset and to authorize WSDOT to pursue smaller design-build pilot projects that cost between \$2 million and \$10 million (HB 2874); further technical amendments were adopted in 2007 (SB 5798), (RCWs 47.20.780 and 47.20.785).

Design-build use by WSDOT

[WSDOT](#) has delivered or is in the process of delivering 29 projects using design-build, ranging in cost from \$3 million to \$1.09 billion. [WSDOT's contractual documents for design-build projects](#) are found here.

In 2003 WSDOT completed a [review](#) of their first design-build project.

A committee was established in 2000 to strengthen WSDOT's Design-Build Program by coordinating with industry. Members included representatives from WSDOT, the Association of General Contractors, and the American Council of Engineering Companies. This committee continues to meet today, about once every six weeks. Minutes of their 2014 and 2015 meetings are posted on the DB webpage noted above.

In 2014, WSDOT established an internal Design-Build Work Group, with representatives from all WSDOT regions statewide and the major programs such as the SR 520 program and the I-405 Corridor Program. Led by the State Construction Office, this team is focused on furthering the development of WSDOT design-build policy and guidance, and meets monthly.

In May of 2015, WSDOT issued a [report evaluating their delivery of six small design-build pilot projects](#). The report was based on input from the WSDOT project teams, the design-builder teams, and project data.

WSDOT has not completed a similar report evaluating their largest design-build projects, because mega projects, by their nature, tend to be unique. WSDOT has identified and shared lessons-learned on these projects in real time, and their policies and procedures have continued to evolve as a result. One such example involves the design-build contract: WSDOT, in conjunction with industry, is now finalizing a contractual template for use in developing design-build contracts.

While WSDOT has authority to construct ferry vessels using design-build procurement, this study will not address ferry design-build.

WSDOT's DB website has a link to a 376 page Guidebook for Design-Build Highway Project Development which was published in June, 2004. WSDOT is now updating its Design-Build Program based on experiences gained in delivering the 29 design-build projects to-date, and the recently-published report evaluating the six small projects. This update is focused on strengthening contract documents, furthering guidance and policy, and establishing consistent training for statewide design-build implementation. WSDOT is also currently developing Project Delivery Method Selection Guidance to assist in selecting the best delivery method for their projects.

Examples of WSDOT use of design-build

WSDOT has implemented a number of design-build projects which transferred risk to the private sector design-builder:

1. On the [I-405 Bellevue Braids project](#), the design-builder identified a way to eliminate a structure by 'unbraiding' the ramps. This approach reduced the initial cost of the project and eliminated a potential future structure that WSDOT would have had to maintain.
2. On the [SR 520 Eastside Transit and HOV project](#), a design error committed by the design-builder required extensive rework of the noise walls they were installing. The contractor and designer addressed the issue and WSDOT bore no financial cost.
3. On May 23, 2013, a portion of the Interstate 5 Skagit River Bridge collapsed into the river after being struck by an oversized load, severing western Washington's main north-south artery used by more than 71,000 drivers each day. On the [Skagit River Bridge Replacement project](#), the design-builder's contractor and designer worked together to develop a proposal which eliminated two full stages of construction and delivered the completed project in six months.

Examples of WSDOT design errors

In 2003 and 2005, the Legislature approved two major transportation revenue packages totaling \$11 billion that funded 432 projects including several mega projects. In completing those mega projects, WSDOT made mistakes that some believe threaten to undermine public confidence in the agency and their ability to effectively complete complex and expensive projects. In 2013, WSDOT commissioned an independent assessment of three WSDOT mega projects, resulting in a [17-page report](#) recommending a number of changes to improve their delivery of major construction programs.

1. The [Sprague Avenue-SR 16 interchange](#) constructed in Tacoma in 2010 is an example of a design-bid-build (DBB) project with significant design errors. WSDOT made a nearly \$1 million engineering error on the eastbound SR 16 off-ramp design, which wasn't caught until the ramp was 90 percent finished. Seven hundred feet of roadway had to be torn out; state engineers redesigned the ramp, lowering its approach by 12 feet. While the design error cost just a half percent of the entire \$170 million project, it led to many news stories and was often cited in legislative debate about increasing WSDOT's use of design-build.
 - [WSDOT's Gray Notebook evaluation](#)
 - [Tacoma News Tribune](#) story on the project
2. [SR 520 floating bridge pontoons](#). In constructing the \$4.4 billion SR 520 replacement floating bridge and HOV program, WSDOT designed the pontoons for the floating bridge in-house in order to save time and meet a 2014 bridge-opening deadline set by then-Governor Christine Gregoire. In May, 2012, the first four large concrete pontoons had more-than-expected cracking and spalling (pitting), which was traced to errors in the design provided by WSDOT staff. The resulting cost to repair the cracked pontoons and fix the design errors exceeded \$200 million and caused several months of delay. WSDOT convened an independent expert panel to determine the probable causes and recommend changes to limit future cracking. WSDOT also convened an independent review panel to determine what led to the problems with the pontoons. Those reports and other resources are linked below.
 - [Pontoon Pier Review Panel Findings](#)
 - [Pontoon Project Update](#)
 - [Pontoon Expert Review Panel Report 2](#)

- [Secretary Hammond’s direction](#) on changes to be enacted as a result of the evaluations
- [Pontoon change order announcement](#)
- [Seattle Times story](#)

In 2015, the Legislature approved a third major transportation package, this one totaling \$16 billion. Along with the tax and spending bills, the transportation package included several bills that were described as reforms necessary to regain citizen confidence that WSDOT would deliver projects efficiently and effectively. Included was 2ESSB 5997, which strongly encourages WSDOT to use DB on projects over two million dollars, and which authorizes this study.

2ESSB 5997 also directs WSDOT to take steps to implement the recommendations of this study. Section 4 of the legislation directs WSDOT to convene an advisory group with the Association of General Contractors and the American Council of Engineering Companies of Washington, as well as WSDOT staff, to *“develop a construction program business plan that incorporates findings of the report required in section 3 of this act and also outlines a sustainable staffing level of state-employed engineering staff, adjusted as necessary ...”* Further requirements are specified.

II. SCOPE OF WORK

The purpose of the study is as follows:

- Examine WSDOT’s implementation of design-build project delivery to-date
- Evaluate whether WSDOT’s use of design-build can be improved to ensure better project delivery and more efficient expenditure of the taxpayer dollar, maximizing cost and schedule efficiencies, and ensuring that project risk is borne by the appropriate party
- Examine whether WSDOT’s current design-build project selection criteria appropriately determines the optimal contractual delivery method
- Educate legislators and other stakeholders on the appropriate use of design-build to deliver high quality large, medium and/or small projects, while achieving excellent stewardship of the taxpayer dollar
- Develop strategies for WSDOT and the construction industry to successfully adapt to the changes in the scope or implementation of WSDOT design-build project delivery as recommended in the study.

Design Build Review Panel. The Joint Transportation Committee has directed the study to be conducted with the assistance of a Review Panel of experts. The Consultant shall propose at least two nationally recognized experts in the field of design-build project delivery to participate in the Review Panel. In addition, four Washington-state experts will be appointed to participate in the Review Panel. These four experts include representatives from the [Association of General Contractors](#); the [American Council of Engineering Companies of Washington](#); the [Professional and Technical Employees Local 17](#), representing WSDOT-employed engineers; and WSDOT.

Staff Workgroup. The JTC will form a Staff Workgroup to provide support during the study. The Staff Workgroup will be comprised of staff from the JTC, the House and Senate Transportation Committees, WSDOT, and the Governor’s Office of Financial Management.

TASKS TO BE COMPLETED IN STUDY

The description of tasks below is not intended to fully encompass the study tasks, but instead includes the minimum requirements, in order to provide the Consultant with a framework for the study. **Consultants are strongly encouraged to recommend additions and/or alternatives to better accomplish the study's tasks.**

It will be important for the Consultant to understand up front what key legislators know and believe, and what they are seeking from the study. Thus, interviews with the four legislators who comprise JTC Executive Committee are strongly advised.

TASK 1: PREPARE A BASIC OVERVIEW OF DB VS. DBB

The Consultant shall prepare a basic overview of design-build and design-bid-build, and compare strengths, weaknesses, and key considerations to evaluate when deciding which delivery method is appropriate for a particular project. The purpose of the white paper is educational, for legislators and staff as well as stakeholders and other interested parties.

Below are some (but not all) of the questions to be addressed in this overview.

- a. What are the advantages and disadvantages to the use of design-build vs. design-bid-build?
- b. What project elements or characteristics should be considered in deciding which delivery method to use?
- c. Are there particular public agency or organizational characteristics that should be considered in determining the appropriate delivery method?
- d. Are there key policy considerations in the selection of the contracting method that the Legislature should decide, and if so, how best should the Legislature be involved?
- e. Does one state or another do an especially good job of implementing design-build, and if so, what characteristics of their program contribute to their success? What is the extent of involvement of their State Legislature? How do key differences between states impact how they are able to implement design build (e.g. environmental laws, complexities of communities, tribal concerns, etc.)? How does one measure whether an agency does a "good job" of implementing design-build? Or is there a spectrum of implementation that should be considered and evaluated?

Deliverable: White paper

TASK 2: IDENTIFY BEST PRACTICES IN DESIGN-BUILD PROJECT DELIVERY

The Consultant shall identify best practices in the implementation of design-build project delivery by public or private construction agencies or companies in the United States and elsewhere. As part of this task, the Consultant shall identify the extent to which WSDOT currently employs these best practices. Consider all relevant factors, including but not limited to the following:

Agency culture, organization and staff development

- What are the characteristics of a state agency successfully organized to implement design-build, and how does WSDOT's organization compare?
- Are there cultural issues within the WSDOT organization that support or discourage the effective use of design-build?
- To what extent is being a strong public owner a positive and/or negative in design-build project delivery?
- What sort of staff development is required to successfully undertake DB projects?
- What functions and or risks within a DB project should WSDOT change from its current practice?

Project selection

- What are the best practices an agency should use to evaluate projects for potential design-build delivery?
- Are there particular project types or sizes that are best suited to design-build, or particular project characteristics that should be present for design-build to be the preferred delivery method?
- Are there project types or sizes that are not suitable for design-build, and if so, why not?
- Are there federal and/or Washington state-specific regulations that contribute to the decision on whether a project should be delivered using design-build?
- Is there a systematic approach that WSDOT should use to evaluate the use of design-build for a project?

Project development before going to bid

- Describe best practices on the aspects and degree of project development that a project owner should complete before putting the project out for bid.

Design-build contract design

- Identify best practices in design-build contract design
- Address project management and decision-making structures within the design-build contract. What are best practices to determine the appropriate role for the project owner in the design-build project management and decision-making structures?

Risk management and assignment

- What are best practices to identify the appropriate risk assignment between the project owner and the design-builder?
- How does risk assignment affect project costs and potential project outcomes?
- What are the results of improper risk assignment, where too much, too little, or inappropriate risk is assigned to the private sector?

Monitoring work during construction

- What are best practices for owner monitoring and/or supervision during project delivery?

Deliverable: White paper

TASK 3: EVALUATE WSDOT'S CURRENT USE OF DESIGN-BUILD PROJECT DELIVERY

WSDOT has delivered or is in the process of delivering 29 projects using design-build project delivery, ranging in cost from \$3 million to \$1.09 billion.

WSDOT has often been identified as a strong project owner. While this can be viewed as a positive to protect taxpayers, in some cases WSDOT has been criticized for being too strong an owner. Some say WSDOT retains too much design control over some DB projects, and that on DBB projects, there could be more opportunity for contractor innovation than WSDOT typically allows.

Task 3 requires the Consultant to evaluate WSDOT's delivery of design-build projects, including but not limited to the following:

- staff training to implement design-build;
- project staffing;
- agency organization and culture;
- communication;
- project selection;
- management of risk, scope, budget and schedule;
- level of design completed before the projects were put out for bid;
- change orders; management of the project during construction; and
- other relevant aspects.

Based on the best practices confirmed in Task 2 and the intended benefits identified in Task 1, what did WSDOT do well, what did they get wrong, how could they have improved the results? Has their delivery improved over time?

The Consultant may evaluate all 29 projects, or a representative sample that is sufficient to gain a thorough understanding of WSDOT's implementation of design-build project delivery.

Deliverable: White paper

TASK 4: PROPOSE IMPROVEMENTS TO MAXIMIZE COST AND SCHEDULE EFFICIENCIES, AND ENSURE THAT PROJECT RISK IS BORNE BY THE APPROPRIATE PARTY

The Legislature wants to make WSDOT more efficient and effective in the delivery of public transportation projects, knowing taxpayer dollars are limited, and the need for transportation investments is seemingly unlimited. Therefore, Task 4 requires the Consultant to identify potential changes in law, practice, organizational structure and characteristics, or policy that will allow WSDOT to optimally deploy design-build in order to maximize cost and schedule efficiencies, and ensure that project risk is borne by the appropriate party. In addition to these three goals, there may be other benefits from appropriate design-build deployment that are not identified here, but which the Consultant and Review Panel are encouraged to analyze and recommend.

As part of this task, the Consultant shall identify changes in law, practice, organizational structure and characteristics or policy necessary to implement a prioritized list of the best practices identified in Task 2.

To the extent possible, the Consultant shall quantify the expected or potential results of the recommendations, which may include savings in time and cost, error reduction, improved quality, etc.

Deliverable: White paper

TASK 5: PROPOSE NEXT STEPS OR STRATEGIES TO ADOPT THE REPORT'S RECOMMENDATIONS, FOR BOTH THE PUBLIC AND PRIVATE SECTORS

The Legislature has directed WSDOT to take action following the completion of this study to develop a construction program business plan that incorporates the study's findings (2ESSB 5997).

Knowing that, Task 5 requires the Consultant to provide recommendations on potential next steps WSDOT should take to implement the study's recommendations. Task 5 is intended to provide guidance that WSDOT will use in developing the construction program business plan; it is not intended to replace WSDOT'S new construction program business plan. These next steps may include but not be limited to the following:

- What steps does WSDOT need to take to effectively implement the recommended changes concerning staff organization, training, developing guidance, etc.?
- What sort of evaluation or performance assessment should be conducted in the future to review design-build implementation at WSDOT and their adoption of the recommended changes?
- Other steps that flow from the recommended changes.

The Consultant shall also consider how the private sector should address the recommended changes. Are there workshops or actions or steps the public and/or the private sectors should implement that would help the private sector effectively undertake DB project delivery as recommended in this study? This would include considerations for large businesses as well as small businesses, disadvantaged business enterprises (DBEs) and minority/women-owned business enterprises (MWBES). This element of Task 5 is intended to result in a set of general steps to consider, rather than a detailed list of actionable items.

Deliverable: White paper

TASK 6: WORK WITH REVIEW PANEL, LEGISLATORS AND STAFF WORKGROUP

Design-Build Review Panel. The Joint Transportation Committee believes it is essential that the study be conducted using talents both of national design-build experts and local, Washington-based experts who understand the Washington transportation project delivery environment.

The Consultant shall lead the Panel and be responsible for the organization and conduct of the panel, as well as reporting on the process, findings and recommendations.

The Consultant shall propose at least two nationally recognized experts in the field of design-build project delivery to participate in the Review Panel, subject to the approval of the JTC. In addition, the JTC will appoint four Washington-state experts to participate in the Review Panel, as noted earlier. Costs for the nationally-recognized experts proposed by the Consultant shall be included in the Consultant's detailed study budget. Costs for the Washington state experts will be paid separately by the Joint Transportation Committee.

The study may require different roles at different times for the national experts and for the Washington-based experts. The Consultant's proposal to conduct the study shall identify how both sets of experts will be deployed throughout the study, how they will interact, how they will contribute to the conduct of the various tasks, and how the proposed deployment will produce the best set of unbiased recommendations to meet the study's requirements.

WSDOT has advised that working on this panel will not disqualify participants from teaming on WSDOT design-build work.

Legislators. It is strongly recommended that the Consultant interview the four JTC executive committee members at the outset of the study. After that, legislators will receive briefings on the study, but will not participate in the development of the facts, the analysis, nor the recommendations. While typical JTC studies involve several public meetings where legislators participate in the study and suggest alternatives or viewpoints for the Consultant to consider, this study will operate differently. The JTC desires the study to be done by the experts.

Staff Workgroup. The JTC will appoint a Staff Workgroup comprised of staff from the JTC, House and Senate Transportation Committees, the Office of Financial Management, and WSDOT. The Staff Workgroup will provide support during the study, and will also be a conduit for information about progress of the study to key legislators and the Executive Branch. Members of the Staff Workgroup will likely be involved with some of the Review Panel meetings, primarily in a listening-mode.

The Consultant shall work with the JTC Project Manager to identify appropriate roles and participation for the Staff Workgroup, to meet the goals of supporting the study and keeping key legislators and Executive Branch personnel informed of study progress, while allowing the Consultant and Review Panel to effectively conduct their investigation, analysis and discussions.

TASK 7: PRESENTATIONS

The Consultant and some or all of the Review Panel members will provide study updates at several points along the way. Following is a proposed schedule:

- October 22, 2015, JTC meeting in Olympia (up to one-hour presentation)
- One presentation each to the House and Senate Transportation Committees during the 2016 legislative session, at the Committee Chairs' discretion. These two presentations would occur on the same day, which would probably be in January, 2016.
- July, 2016 JTC meeting at a location to be determined (one hour presentation)
- Present draft report in the fall of 2016 to the Joint Transportation Committee at a half-day meeting convened to review and discuss the draft report, likely in October
- Present draft final report at December, 2016 JTC meeting in Olympia
- Potentially, another presentation to the House and Senate Transportation Committees during the 2017 legislative session, at the Committee Chairs' discretion.

Additional conference calls may be requested to update the four JTC executive committee members as the study progresses.

TASK 8: DRAFT AND FINAL REPORTS

The Consultant will prepare a draft and a draft final report of the study, which shall include all study findings and recommendations, as well as the deliverables described in Tasks 1-5, and a summary of the study process. The reports shall also indicate which statutes would need to be changed to enact the Consultant's recommendations.

The study recommendations shall be those of the Consultant, as informed by the work of the Review Panel. The recommendations do not need the unanimous approval of the Review Panel. Where the Review Panel is not in agreement on a recommendation, the report shall describe the areas of disagreement and the reasoning behind the disagreement.

The Consultant shall present a draft of each report to the JTC Project Manager and Staff Workgroup approximately three weeks before the Report due-date, for comments and suggestions. The Consultant shall work with the JTC Project Manager on review of the draft reports, and incorporate any needed changes.

Draft report. The Consultant and members of the Review Panel will present the draft report to the Joint Transportation Committee for review and discussion in a half-day meeting in the fall of 2016, likely in October.

Draft final report. The draft final report is due by December 1, 2016. Please note that it becomes the Final Report only after the JTC Executive Committee votes on accepting the report, which will likely occur at the December, 2016 JTC meeting in Olympia.

Deliverable: Draft and Draft Final Report

III. CONTRACT DELIVERABLES

The successful Consultant will provide the following services and deliverables:

1. Within five (5) calendar days of the announcement of the apparent successful Consultant, the Consultant shall submit a work plan to meet the requirements of Section II of this RFP, with any changes necessary based on additional information. The work plan shall include:
 - Specific steps detailing how this study will be carried out
 - The specific tasks to be performed and by whom
 - The expected duration and level of effort in hours by person for each task
 - The specific data that will be needed, along with data sources and
 - A schedule for performing the tasks
 - A detailed budget

The JTC Project Manager will review, comment on, and approve the final work plan. Any subsequent changes to the work plan shall also require approval by the JTC Project Manager.

2. In conducting the study, the Consultant shall coordinate and facilitate the Review Panel and Staff Workgroup meetings. The Consultant shall expect to provide meeting materials, unless they are provided by WSDOT. JTC staff will assist with scheduling meetings and securing meeting locations. If catering is needed for large meetings involving the Staff Workgroup and others, JTC will pay for and make those arrangements.
3. The Consultant Project Manager shall have, at a minimum, twice-monthly scheduled conference calls with the JTC Project Manager. This requirement may be changed by mutual agreement of the Consultant and JTC Project Managers.
4. The Consultant shall prepare and present to the JTC Project Manager, monthly written progress reports that address and summarize the issues in the Consultant's contracted Scope of Work and Work Plan.
5. The Consultant shall prepare draft white papers as described above in Tasks 1-5. These white papers will be included in the Draft and Final Reports. The Consultant shall present draft white papers to the JTC Project Manager and Staff Workgroup, for comments and suggestions. The Consultant shall work with the JTC Project Manager on review of the draft white papers, and incorporate any needed changes.
6. The Consultant shall present a draft of the draft and final reports to the JTC Project Manager and Staff Workgroup approximately three weeks before the report due-date, for comments and suggestions. The Consultant shall work with the JTC Project Manager on review of the draft reports, and incorporate any needed changes.
7. The Consultant shall deliver 25 printed and appropriately bound color copies of the accepted Final Report, and an electronic version suitable as printing "master" (Word and PDF) and for web-based distribution.

IV. OVERSIGHT AND ADMINISTRATIVE RESPONSIBILITY

The JTC will have prime oversight for this study. The clients of this study are the four JTC Executive Committee Members (the Chairs and Ranking Members of the House and Senate Transportation Committees), who are represented in day-to-day study activities by the JTC Project Manager.

JTC staff will be responsible for the following activities:

- Prepare, publish and administer the RFP process
- Coordinate the Consultant selection process and negotiate the contract
- Administer the contract (review and approve invoices, ensure milestones are being met, etc.)
- Attend regularly scheduled briefings with Consultant
- Receive, evaluate and edit Consultant products
- Oversee communications and meetings between JTC, the Consultant, the Review Panel, WSDOT and the Staff Workgroup

V. QUALIFICATIONS

- Bidder must be licensed to do business in the state of Washington.
- JTC shall also examine Bidder for responsibility. Responsibility shall include such measures as insurance coverage that meets state requirements, references, prior experience and satisfaction of existing clients, and other information related to responsibility.

VI. DEFINITIONS

- **Apparently Successful Bidder or Apparently Successful Consultant** - the Bidder or Consultant selected as the most qualified entity to perform the stated services.
- **Bidder or Consultant** – an entity intending to submit or submitting a proposal for the project.
- **JTC** – Joint Transportation Committee, a Washington State legislative agency governed by an Executive Committee comprised by the Chairs and Ranking Members of the House and Senate Transportation Committees. JTC shall mean the Executive Committee, Committee Coordinator, Project Manager, and/or any other staff of the JTC.
- **JTC Members** – the four Members of the JTC Executive Committee, who are the Chairs and Ranking Members of the House and Senate Transportation Committees.
- **JTC Coordinator** – the Chief Executive Officer of the Joint Transportation Committee.
- **JTC Project Manager** – the JTC staff person who is lead staff for the study.
- **RFP** -- This Request for Proposals, any addendum or erratum thereto, Bidder’s written questions and the respective answers, and any related correspondence that is addressed to all Bidders.
- **Contract definitions** are provided in the State of Washington General Terms and Conditions for personal services contracts in Exhibit A.

VII. HELPFUL RESOURCES

The following resources are provided for convenience and additional background for preparation of proposals. These resources are not exhaustive, and should not be solely relied upon to the form the basis of a proposal or any subsequent recommendations.

[2001 report from the Blue Ribbon Commission on Transportation](#)

[Evaluation of the DOT's first design build project \(report dated January 2003\)](#)

[FHWA 2006 study on design-build](#)

[Connecticut 2010 study on design-build contracting](#)

[Reports by the Expert Review Panel for Alaskan Way Viaduct Replacement Program, 2012 - 2015](#)

VIII. PROJECT BUDGET

The budget for this project shall not exceed a maximum of **\$440,000**. Any resulting contract for this project will be subject to the standard state of Washington General Terms and Conditions for personal services contracts. A copy is attached to this RFP as Exhibit A.

IX. INSTRUCTION TO BIDDERS

A. SUBMISSION OF PROPOSAL

NOTE: All times listed below refer to local time in Olympia, Washington.

1. A Letter of Intent to Bid must be submitted either electronically or by paper copy by 5:00 p.m., local time in Olympia, on August 24, 2015, and must include company name, address and email address.
2. Bidders must submit eight copies of the proposal and one electronic PDF copy on CD.
3. Bidders must include one paper copy of two samples of previous work similar to this type of project and the internet link to these samples or an electronic copy on CD.
4. Proposals are due no later than 5:00 p.m., local time in Olympia, on September 3, 2015, whether mailed or hand delivered. Late proposals will not be accepted and will be automatically disqualified. Proposals should be submitted to:
Joint Transportation Committee (JTC)
Sonia Plasencia, RFP Coordinator
P.O. Box 40937
3309 Capitol Blvd SW
Olympia, WA 98504-0937
5. Selected bidders will be required to attend oral interviews on September 21, 2015, at JTC's offices in Olympia and provide presentations at their expense. Selected bidders will be notified of the time of their scheduled interview and presentation.
6. All proposals and accompanying documentation become the property of the JTC and will not be returned.
7. JTC will not be liable for any costs associated with preparation and presentation of a proposal submitted in response to this RFP. The Bidder assumes responsibility for the travel and associated costs of Bidder personnel as they relate to bidding on this project.
8. In the event it becomes necessary to revise any part of this RFP, an addendum or erratum will be provided to all Bidders who submitted a Letter of Intent to bid.
9. After submission, Bidders will not be allowed to amend their proposal. Responses consisting solely of marketing material are not acceptable and will be rejected.
10. Questions regarding this RFP should be directed to Sonia Plasencia, RFP Coordinator, as the single point of contact for this solicitation, by email only to Sonia.Plasencia@leg.wa.gov. Inquiries concerning clarification of some aspect of the RFP will be accepted beginning at 9:00 a.m. on August 13, 2015. No inquiries concerning the RFP will be accepted after 5:00 p.m., local time in Olympia, on August 24, 2015. By August 26, 2015, responses to inquiries will be transmitted to all Bidders who have submitted a Letter of Intent to Bid.
11. **WSDOT has advised that working on this panel will not disqualify participants from teaming on WSDOT design-build work.**

B. LETTER OF SUBMITTAL

The Letter of Submittal and the attached Certification and Assurances form (Exhibit B) must each be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Bidder and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
5. Location of the facility from which the Bidder would operate.
6. The names of any Washington State employees or former Washington State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by the JTC that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.

C. PROPOSAL FORMAT

Eight copies of the proposal must be submitted on eight and one-half by eleven (8 1/2x11) inch paper with tabs separating the major sections of the proposal and one electronic PDF copy on CD. The five major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit B).
3. Technical Approach
 - The Technical Approach should respond to Tasks 1-8 of the Scope of Work, Section II of this RFP, not to exceed ten pages. This page limitation does not include resumes, qualifications, work samples, the Letter of Submittal or signed Certifications and Assurances form.
 - The Technical Approach should describe the approaches, methodologies, and techniques that will be used to undertake each of these tasks and produce the deliverables; and shall identify each person responsible for each task. It should describe in as much detail as possible the anticipated tasks, levels of effort, schedules, and coordination work required to undertake the Tasks.
4. Management Approach
 - The Management Approach shall describe how the Consultant's firm proposes to organize, manage, control, and report on the status of the study. Identify all critical milestones. It should include the following:
 - A statement of qualifications to conduct this work.
 - Identification of the individual(s) who will do the actual work being proposed, with attached professional resumes. Please keep resumes as concise as possible.
 - An organization chart indicating the lines of authority for all personnel involved in performance of the potential contract.

- A description of staff responsibilities and the amount of time they will devote to the project by task or topic area.
- Bidders must include one paper copy of two samples of previous work similar to this type of project and the Internet link to these samples or an electronic copy on CD.

4. Cost Approach

- The total cost of this work in a detailed budget, including direct and indirect labor, travel, and any other expenses (itemized). The cost description shall identify projected work hours and hourly rate(s) for each employee who will be assigned to this project, by name and task.

5. References

- Include three references with whom your firm and the proposed Consultant Project Manager have done similar work. For each reference, include name, title, organization, address, phone number and email address. References shall not include staff of the Joint Transportation Committee, nor Washington State House or Senate Transportation Committee staff.

X. EVALUATION CRITERIA

Proposals will be reviewed and evaluated by a panel selected by the JTC. After the initial evaluations, the JTC will select a small group of Bidders as finalists for oral interviews and presentations to the evaluation panel. Commitments made by the Bidder at the oral interview, if any, will be considered binding. The score from the oral presentation will be considered independently and will determine the apparently successful bidder.

Written proposals submitted in response to this RFP will be evaluated and weighted on the following three categories. This evaluation will be used solely for selecting Bidders to be invited to make an oral presentation.

- Technical Approach (40%)
 - Proposed project approach and methodology
 - Quality of work plan
 - Feasibility of proposed schedule
 - Description of proposed deliverables
- Management Approach (55%)
 - Project team structure internal controls
 - Staff qualifications and resumes
 - Relevant experience with projects of similar complexity and type
 - Other applicable experience
- Cost Approach (5%)
 - Quality of detailed budget
 - Reasonableness of cost approach
 - Total project cost

XI. ESTIMATED SCHEDULE OF ACTIVITIES

Letters of Intent to Bid due	August 24, 2015
Due date for proposals	September 3, 2015
Oral Interviews	September 21, 2015
Announce apparently successful Bidder	September 23, 2015
Estimated contract start date	September 28, 2015
Kick-off meeting with Staff Workgroup	After October 12, 2015
Introductory presentation to JTC	October 22, 2015, in Olympia
Potential presentations to House and Senate Transportation Committees	January or February 2016 and 2017
Progress Report Presentation to JTC	July, 2016, location TBD
Present draft report at half day JTC meeting	October, 2016, location TBD
Draft Final Report due	December 1, 2016
Present draft final report to JTC	December, 2016, in Olympia

XII. PROPRIETARY INFORMATION

All proposals received shall become public record, but shall remain confidential until the successful bidder resulting from this RFP, if any, is announced. Thereafter, proposals shall be available for public inspection and copying as required by Chapter 42.56 RCW (the principal Washington State statute pertaining to accessibility to public records) except as exempted in that chapter or by other law. Bidders are advised that the permissible exemptions from public disclosure pursuant to Chapter 42.56 RCW are very narrow in scope and will be strictly construed. In the event that a bidder desires to claim portions of its proposal as exempt from disclosure under the provisions of the aforementioned RCW, it is incumbent upon that bidder to clearly identify those portions in a proposal transmittal letter. The transmittal letter must identify the page and particular exemption(s) from disclosure upon which it is making its claim. Further, each page claimed to be exempt must be clearly identified by the word "CONFIDENTIAL" printed on the lower right-hand corner of the page. Designating the entire proposal as confidential is not acceptable and will not be honored.

NOTE: The proposal of the successful bidder will be attached to the resulting contract and incorporated therein by that attachment. Therefore, as part of a public state agency contract, the entirety of the successful bidder's proposal will be subject to public disclosure regardless of any claim of confidentiality or previously applicable statutory exemption. Nevertheless, should a successful bidder obtain a court order from a Washington State court of competent jurisdiction prohibiting disclosure of parts of its proposal prior to the execution of the contract incorporating the same, the JTC shall comply with the court order. The burden is upon the successful bidder to evaluate and anticipate its need to maintain confidentiality and to proceed accordingly. Timeliness will be of the essence; a delay in execution of the contract to accommodate a petition to the courts will not be allowed.

XIII. JTC RIGHTS

1. Determination of clarity and completeness in the responses to any of the provisions in this RFP will be made solely by the JTC. The JTC reserves the right to require clarification, additional information, and materials in any form relative to any or all of the provisions or conditions of this RFP.
2. The JTC reserves the right to reject any or all proposals at any time prior to the execution of a contract acceptable to the JTC, without any penalty to the JTC.
3. The JTC intends to award the contract to the Bidder with the best combination of attributes based on the evaluation criteria listed in Section X of this RFP. This RFP does not, however, obligate the JTC to contract for services herein.
4. Should the JTC fail to negotiate a contract with the Apparently Successful Bidder, the JTC reserves the right to negotiate and contract with the next most qualified Bidder.
5. The JTC reserves the right to waive specific terms and conditions contained in this RFP.
6. It shall be understood by Bidders that their proposal is predicated upon acceptance of all terms and conditions contained in this RFP unless the Bidder has obtained such a waiver, in writing, from the JTC prior to submission of the proposal. Any such waiver will be granted to all Bidders.
7. The JTC reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any Bidder's proposal.

Thank you for your interest.

GENERAL TERMS AND CONDITIONS

DEFINITIONS -- As used throughout this contract, the following terms shall have the meaning set forth below:

- A. The "Joint Transportation Committee," or "JTC," shall mean the Washington State Joint Transportation Committee, any division, section, office, unit, or other entity of JTC or any of the officers or other officials lawfully representing the JTC.
- B. "Contractor" shall mean that firm, provider, organization, individual, or other entity performing services under this contract, and shall include all employees of the Contractor.
- C. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

ADVANCE PAYMENTS PROHIBITED -- No payment in advance or in anticipation of services or supplies to be provided under this contract shall be made by JTC.

CHANGE OF CONTROL OR PERSONNEL -- Contractor shall promptly and in any case within twenty-four (24) hours notify the JTC Project Manager in writing:

1. If any of the representations and warranties of the Contractor set forth in this contract shall cease to be true at any time during the term of this contract;
2. Of any material change in the Contractor's management staff;
3. Of any change in control of the Contractor or in the business structure of the Contractor;
4. Of any other material change in the Contractor's business, partnership, or corporate organization relating to this engagement. All written notices regarding changes in management staff shall contain the same information about newly assigned management staff as was requested by JTC in the RFP and such additional information as may be requested by the JTC. For purposes hereof, the term "management staff" shall mean those persons identified as senior management in any response to a RFP or who otherwise will exercise a major administrative role or major policy or consultant role to the provision of the Contractor's services hereunder. All written notices regarding changes in control of the Contractor shall contain the same information about any new controlling entity as was requested by JTC in the RFP regarding the Contractor and such additional information as may be requested by JTC.

Approval of these changes rests solely with JTC and will not be unreasonably withheld.

CHANGES AND MODIFICATIONS -- The JTC may, at any time, by written notification to the Contractor, make changes in the general scope of the services to be performed under the contract. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this contract, an equitable adjustment may be made in the contract price or period of performance, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of Contractor's receipt of the notice of such change; *provided*, however, that the JTC may, upon determining that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

CONFLICT OF INTEREST -- JTC may, by written notice to the Contractor, terminate this contract if it is found after due notice and examination by the JTC that there is a violation of the State Ethics Law Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

In the event this contract is terminated as provided above, JTC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of JTC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the JTC makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

CONTRACTOR NOT EMPLOYEE OF THE AGENCY -- The Contractor and his or her employees or agents performing under this contract are not employees or agents of JTC. The Contractor will not hold himself/herself out as or claim to be an officer or employee of JTC or of the state of Washington by reason hereof, nor will the Contractor make any claim or right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW.

COVENANT AGAINST CONTINGENT FEES -- The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. JTC shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISPUTES -- If a dispute should arise between the Contractor and JTC regarding the performance or expected outcomes of the contract, such dispute shall be referred to the JTC Committee Coordinator for review and decision. If the decision by the JTC Committee Coordinator is not satisfactory to the Contractor, the Contractor may request in writing that the dispute be reviewed by the Legislative Members of the JTC Executive Committee. Such written request shall be provided to the JTC Committee Coordinator within five (5) days following the Committee Coordinator's decision. The Committee Coordinator shall present the written request to the Legislative Members of the JTC Executive Committee at its earliest convenience for review and decision. The decision of the Legislative Members shall become final and binding.

Unless mutually agreed to by the JTC and the Contractor, the work to be performed under this agreement shall not be delayed or stopped during the review of a dispute either by the JTC Committee Coordinator or the JTC Executive Committee.

FORCE MAJEURE -- Neither party shall be liable to the other or deemed in default under this contract for any delay or failure to perform its obligations under this contract if such delay or failure arises from any cause or causes beyond the reasonable control of the parties and without fault or negligence of the parties, including and not limited to acts of God, war, riots, strikes, fire, floods, earthquakes, epidemics, or other similar circumstances.

GOVERNING LAW -- This contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor, by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

INDEMNIFICATION -- The contractor shall defend, protect, and hold harmless the state of Washington, JTC, or any employees thereof, from and against all claims, suits or actions arising from the Contractor's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark, or trade name through use of reproduction of material of any kind.

INDUSTRIAL INSURANCE COVERAGE -- The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract as required under Title 51 RCW. JTC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor, or any Subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of duties and services under this contract.

LICENSING, ACCREDITATION AND REGISTRATION -- The Contractor shall comply with all applicable local, state and federal licensing, accreditation, and registration requirements and standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY -- Only the JTC shall have the express, implied, or apparent authority to alter, amend, modify or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the JTC.

NONASSIGNABILITY -- Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor.

NONDISCRIMINATION -- During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations, and policies.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS -- In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated

in whole or in part, and the Contractor may be declared ineligible for further contracts with JTC. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

PAYMENT OF TAXES -- Contractor shall pay all applicable taxes assessed on the compensation received under this contract and shall identify and pay those taxes under Contractor's federal and state identification number(s).

RECORDS, DOCUMENTS AND REPORTS -- The Contractor shall maintain books, records, documents, data and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the JTC, State Auditor or state or federal officials so authorized by law, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract for six (6) years after the date of final payment, and make them available for inspection by persons authorized under this provision.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE -- The Contractor shall complete registration with the Department of Revenue, <http://dor.wa.gov/Content/Home/Default.aspx>, and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION -- The Contractor shall provide right of access to its facilities to the JTC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

RIGHTS IN DATA -- Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act and shall be owned by JTC. Data shall include, but not be limited to: working papers, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

Data which is delivered under the contract, but which does not originate therefrom shall be transferred to JTC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; *provided*, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise JTC, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. JTC shall receive prompt written notice of each notice of claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. JTC shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

SAFEGUARDING OF INFORMATION -- The use or disclosure by any party of any information concerning JTC for any purpose not directly connected with the administration of JTC or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the JTC.

SAVINGS -- In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, JTC may terminate the contract under the "Termination for Convenience" clause, without the five-day notice requirement, subject to renegotiation under those new funding limitations and conditions.

SCOPE OF CONTRACT -- This contract and the attachments incorporate all the contracts, covenants, and understandings between the parties concerning the subject matter, and all such covenants, agreements, and understandings have been merged into this contract. No prior contract or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this contract.

SEVERABILITY -- The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SUBCONTRACTING -- Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the JTC.

TERMINATION FOR CAUSE – In the event the JTC determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the JTC has the right to suspend or terminate this contract. In such event the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the mailing, advertising, and staff time.

A termination shall be deemed a "Terminate for Convenience" if it is determined that the Contractor (i) was not in default, or (ii) failure to perform was outside of his or her control, fault or negligence.

TERMINATION FOR CONVENIENCE -- Except as otherwise provided in this contract, the JTC may, by five (5) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of JTC. If this contract is so terminated, JTC shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

TERMINATION PROCEDURE -- Upon termination of this contract, JTC, in addition to any other rights provided in this contract, may require the Contractor to deliver to JTC any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

JTC shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by JTC, and the amount agreed upon by the Contractor and JTC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by JTC, and (iv) the protection and preservation of property, unless the termination is for default, in which case the JTC shall determine the extent of the liability of JTC. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. JTC may withhold from any amounts due the Contractor such sum as the JTC determines to be necessary to protect JTC against potential loss or liability.

The rights and remedies of JTC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the JTC, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
3. Assign to JTC, in the manner, at the times, and to the extent directed by the JTC, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case JTC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the JTC to the extent the JTC may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to JTC and deliver in the manner, at the times, and to the extent directed by the JTC any property which, if the contract has been completed, would have been required to be furnished to JTC;
6. Complete performance of such part of the work as shall not have been terminated by the JTC; and
7. Take such action as may be necessary, or as the JTC may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which JTC has or may acquire an interest.

TREATMENT OF ASSETS --

1. Title to all property furnished by JTC shall remain in JTC's office. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in JTC upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in JTC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by JTC in whole or in part, whichever first occurs.
2. Any property of JTC furnished to the Contractor shall, unless otherwise provided herein or approved by the

JTC, be used only for the performance of this contract.

3. The Contractor shall be responsible for any loss or damage to property of JTC which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
4. If any JTC property is lost, destroyed or damaged, the Contractor shall notify JTC immediately and shall take all reasonable steps to protect that property from further damage.
5. The Contractor shall surrender to JTC all property of JTC prior to settlement upon completion, termination, or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, agents, or Subcontractors.

WAIVER OF DEFAULT -- Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the JTC and attached to the original contract.

Exhibit B

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the JTC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the JTC will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the JTC, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Bidder or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. The bidder certifies that no condition exists with respect to the bidder, or any of its employees, regarding any current or past relationship with the JTC, WSDOT, or agencies that violate Chapter 42.52 RCW, the "Ethics in Public Service" Law.

Signature of Bidder

Title

Date