

**AGREEMENT FOR THE PREPARATION OF A DESIGN-BUILD BEST AND FINAL PROPOSAL**

THIS AGREEMENT, made and entered into as signified and dated by each party, shall be the agreed basis for the preparation of a Best and Final Proposal for the **Project**:

**RAINIER VISTA PEDESTRIAN BRIDGE**  
**University of Washington**  
**Seattle Washington**  
**Project No. 203207**

As outlined herein and between the **University of Washington**, hereinafter referred to as **University**, and

hereinafter referred to as **Proposer**.

**RECITALS:**

1. In accordance with RCW 39.10 Alternative Public Works Contracting Procedures, the University has requested and received proposals for the design and construction of the Project.
2. From among those submitting proposals, the University has selected the Proposer to participate with others in the second stage of the selection process, and has prepared a Request for Design-Build Proposals (RFP) and addenda for that purpose.
3. Proposer has examined the RFP attached hereto and desires to participate in the selection process and submit a Best and Final Proposal.

**AGREEMENT:**

**1. PROPOSER'S RESPONSIBILITIES**

- 1.1. Proposer shall use its best efforts to prepare and submit to University by the deadline for receipt of Best and Final Proposals, a good faith, completed responsive proposal in accordance with the RFP attached hereto, as amended from time to time prior to the date for receipt of Best and Final Proposals.
- 1.2. Proposer shall comply with the requirements, terms and conditions of the RFP. Proposer represents it is a responsible bidder capable and willing to perform all responsibilities of design-builder as set forth in the RFP.

2. UNIVERSITY'S RESPONSIBILITIES

- 2.1. University shall provide information regarding the requirements of the Project.
- 2.2. University shall appoint and designate a representative to act in its behalf with respect to the Project and the RFP. University or its representative shall receive inquiries made by the Proposer and shall render decisions pertaining thereto promptly.
- 2.3. University shall furnish information requested and required as expeditiously as necessary for the orderly progress of the preparation of the Best and Final Proposal.

3. PAYMENTS TO PROPOSER

University shall compensate Proposer for performing its responsibilities hereunder as follows:

- 3.1. If Proposer is selected for award of the design-build contract and an agreement is executed, University shall pay Proposer the sum as mutually agreed upon as part of the formulation of the successful contractors Schedule of Values. Such payment will be made upon submission of a valid request for payment, as partial payment of the contract sum. Successful Proposer shall not receive this \$1,000.00 payment.
- 3.2. If all Best and Final Proposals are rejected by the University prior to ranking by the University's Jury, upon expiration of the period for the consideration and acceptance or rejection of proposals, the University shall pay Proposer the sum of **\$1,000.00**. Such payment will be made upon submission of a valid request for payment. Upon such payment, University shall have no further obligation to Proposer under this Agreement and Proposer agrees not to make or pursue any claim for additional compensation, through any remedy.
- 3.3. If all Best and Final Proposals are ranked by the University's Jury but rejected by the University, upon expiration of the period for the consideration and acceptance or rejection of proposals, the University shall pay Proposer **\$1,000.00**. Such payment will be made upon submission of a valid request for payment. Upon such payment, University shall have no further obligation to Proposer under this Agreement and Proposer agrees not to make or pursue any claim for additional compensation, through any remedy.
- 3.4. If another proposer is selected for award of the contract, University shall pay Proposer **\$1,000.00** upon execution of the agreement with another proposer or upon rejection of Proposer's Best and Final Proposal, whichever occurs first. In no event shall University withhold payment more than 120 days after the deadline for receipt of proposals.
- 3.5. If prior to the deadline for receipt of Best and Final Proposals, University terminates the Project or the selection process, or this Agreement, for reasons other than the fault of Proposer, or if Proposer terminates this Agreement under Article 4.2 hereof, University shall pay Proposer that portion of **\$1,000.00** represented by the number of days this Agreement has been in effect prior to termination, divided by the number of days allocated for the preparation of Best and Final Proposals.
- 3.6. Under no other circumstances will University make a payment hereunder to Proposer.

**4. TERMINATION**

- 4.1. University may terminate the Project, the selection process or this Agreement at any time by giving Proposer written notice of such termination. The termination shall be effective on actual receipt of such notice of termination from the University, in writing by mail or facsimile.
- 4.2. Proposer may terminate this Agreement if University fails to perform its responsibilities hereunder through no fault of Proposer, upon ten (10) days written notice to University, except that University shall have ten (10) days from actual receipt of such written notice to perform those responsibilities it is alleged to have failed to perform.

**5. CONDITIONS OF NON-PAYMENT**

University shall not be required to make payments to the Proposer if Proposer:

- 1) Fails to perform its responsibilities under this Agreement,
- 2) Fails to conform to the rules and regulations of the selection process, including the terms and conditions set forth in the RFP and all attachments and addenda thereto,
- 3) Withdraws or refuses or fails to participate in said selection process, except as provided in 4.2,
- 4) Fails to submit a valid and responsive Best and Final Proposal,
- 5) Or if Proposer in any way revokes or modifies its proposal subsequent to the date for receipt of Best and Final Proposals, except as provided for in the RFP,
- 6) Prior to acceptance of a Best and Final Proposal and execution of an agreement, or rejection of Proposer's proposal by University.
- 7) Fails to provide the University with fully executed copies of any and all Joint Venture or Partnership Agreements relating to or pertaining to the legal relationships and responsibilities of members of the proposer's team.

**6. SUCCESSORS AND ASSIGNS**

University and Proposer each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party, with respect to all covenants of this Agreement. Neither University nor Proposer shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

**7. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between University and Proposer and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both University and Proposer.

**8. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Washington.

