

DESIGN-BUILD CONTRACT

Contract Form

I-405, NE 6th St to I-5 Widening and Express Toll Lanes Project (“Project”) Washington State Department of Transportation

THIS DESIGN-BUILD CONTRACT, is entered into this _____ day of _____, 2012, between the STATE OF WASHINGTON, acting through the Washington State Department of Transportation, and the Secretary of Transportation under Title 47 RCW, as amended (“WSDOT”), and _____ (the “Design-Builder”) collectively (the “Parties”),

- a corporation organized and existing under the laws of the State of _____, or
- a partnership, consisting of _____, or
- a limited liability company (LLC), consisting of _____, or
- a joint venture, consisting of _____, or
- an individual conducting business as _____,

the location of whose principal office is _____,

WITNESSETH: That WSDOT and the Design-Builder, for the consideration hereinafter named, agree as follows:

1. DEFINED TERMS

Terms used in this Contract and not otherwise defined herein shall have the meanings set forth in General Provisions Section 1-01.

2. SCOPE OF WORK

The Design-Builder shall furnish the design of and construct the Project in accordance with the Contract Documents. Refer to Exhibit A for a general description of the Project and to General Provisions Section 1-04 for information regarding the scope of the Work. The Design-Builder acknowledges that the scope of the Work includes:

- (a) Responsibility for and control of the Work, subject to review and approval of Design-Builder’s design by WSDOT as described in the Contract Documents;
- (b) Responsibility for design quality control and quality assurance and for construction quality control and quality assurance inspection and testing; and
- (c) Obtaining Governmental Approvals as specified in the Contract Documents, and compliance with all requirements of applicable Governmental Approvals, including those obtained by WSDOT.

The Design-Builder covenants and agrees that all of the Work shall be performed in a workmanlike manner and in accordance with the standard of care applicable to contractors and designers performing similar work in the State of Washington.

House Bill (HB) 1382 was signed into law on May 16, 2011. This legislation includes language limiting contract terms related to tolling equipment. Consequently, to meet legislative intent, WSDOT will issue a two phase Notice to Proceed for the Project (Notice to Proceed 1 and

Notice to Proceed 2). This will ensure that no procurement or installation of tolling equipment occurs prior to getting specific appropriation authority in 2012.

Upon execution of the Contract, WSDOT will issue Notice to Proceed 1 to begin Phase 1 scope of Work on the following activities:

1. All Work except Phase 2 scope.

After receiving specific appropriation authority from the legislature in 2012 stating that funding is provided for tolling equipment on I-405, WSDOT will issue Notice to Proceed 2 to begin Phase 2 scope of Work on the following activities:

1. Procurement and installation of Express Toll Lane traffic separation devices.
2. Procurement and installation of Express Toll Lane buffer stripe and Access Point striping.
3. Procurement and installation of Toll Gantries
4. Procurement and installation of mainline and local road toll rate signs
5. Procurement and installation of advanced toll signs
6. Create a right-turn pocket at the northbound off-ramp at the NE 128th Street direct access.
7. MOT support provided for Toll Vendor as described in Section 2.22.4.1.2.
8. Design and Release for Construction all MOT plans to support the Toll Vendor as required in Section 2.22.4.1.2.

If no specific appropriation authority is provided by the legislature by October 1, 2012, then Notice to Proceed 2 will not be issued. If specific appropriation authority is not received from the legislature and Notice to Proceed 2 is not issued, WSDOT will delete all Phase 2 scope of Work, and associated required coordination effort, as described above and make an equitable adjustment to the Contract.

3. COMPENSATION

WSDOT shall pay the Design-Builder the lump sum Contract Price of \$ _____, in the manner provided for in the Contract Documents, as full compensation for performance of the Work. This amount includes compensation for both NTP 1 and NTP 2 Work.

A breakdown of the Contract Price is as follows:

a) Total for Design-Build Work (Under Revenue Rule 170)	Lump Sum	_____
b) Total for Design-Build Work (Under Revenue Rule 171)	Lump Sum	_____
c) Cyclic Density Price Adjustment		<u>-\$1.00 Est.</u>
d) Reimbursement for Third-Party Damage		<u>\$5.00 Est.</u>
e) Minor Change		<u>-\$1.00 Est.</u>
f) Asphalt Cost Price Adjustment		<u>-\$1.00 Est.</u>
g) Non-Specification Material Price Adjustment		<u>-\$1.00 Est.</u>

- h) Non-Specification Material Compaction Price Adjustment -\$1.00 Est.
- i) Longitudinal Joint Density Price Adjustment -\$1.00 Est.
- j) Incentive/Disincentive \$1.00 Est.
- k) WSDOT Share Partnering/ DRB \$1.00 Est.

Said amount is subject to adjustment as specified in the Contract Documents.

4. CONTRACT TIME

4.1 Notice To Proceed.

The Design-Builder shall begin the Work promptly upon receipt of the Notice to Proceed 1, unless WSDOT gives its consent, in writing, for Work to begin at a later date. The Design-Builder shall thereafter diligently prosecute the Work so as to achieve Toll Infrastructure Completion (if Notice to Proceed 2 is issued), Substantial Completion, Physical Completion and Completion within the specified times.

4.2 Deadline for Toll Infrastructure Completion.

The deadline for Toll Infrastructure Completion of the Project is _____ Calendar Days starting on the first calendar day after the effective date of the Notice to Proceed 1. No extension of said deadline shall be effective unless in writing signed by WSDOT. If Notice to Proceed 2 is not issued, then the Design-Builder will not be required to meet Toll Infrastructure Completion.

See General Provisions Section 1-08.5(1) for information regarding requirements to be met in order to achieve Toll Infrastructure Completion. See General Provisions Section 1-08.8 for information regarding time extensions. Any extension shall be for such time and upon terms and conditions as shall be fixed by WSDOT in accordance with the terms of the Contract, which may include the assessment of liquidated damages. See General Provisions Section 1-08.9 for information regarding liquidated damages.

4.3 Deadline for Substantial Completion.

The deadline for Substantial Completion of the Project is _____ Calendar Days starting on the first calendar day after the effective date of the Notice to Proceed 1. No extension of said deadline shall be effective unless in writing signed by WSDOT.

See General Provisions Section 1-08.5(1) for information regarding requirements to be met in order to achieve Substantial Completion. See General Provisions Section 1-08.8 for information regarding time extensions. Any extension shall be for such time and upon terms and conditions as shall be fixed by WSDOT in accordance with the terms of the Contract, which may include the assessment of liquidated damages. See General Provisions Section 1-08.9 for information regarding liquidated damages.

4.4 Deadlines for Physical Completion and Completion.

The deadline for Physical Completion is 180 calendar days from the date Substantial Completion is achieved, and the deadline for Completion is 60 calendar days from the date Physical Completion is achieved. See General Provisions Section 1-08.5(2) for information regarding the requirements to be met in order to achieve Physical Completion, and see General Provisions Section 1-08.5(3) for information regarding the requirements to be met in order to achieve Completion.

5. CONTRACT DOCUMENTS

The term "Contract Documents" shall mean the documents listed below, including all addenda:

1. Change Orders and Supplemental Agreements;
2. Design-Build Contract (Contract Form);
3. WSDOT Identified Betterments (Exhibit B), from the Design-Builder’s Proposal.
4. General Provisions – RFP Chapter 1;
5. Technical Requirements – RFP Chapter 2;
6. All other RFP Documents listed as Contract Documents – RFP Appendix A1;
7. Design-Builder’s Proposal Documents

Said Contract Documents are hereby incorporated by reference herein as if fully set forth.

5.1 Order of Precedence

In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth in General Provisions Section 1-03.2.

5.2 Interpretation of Contract

Refer to General Provisions Section 1-03 for provisions regarding interpretation of the Contract. In case of any ambiguity or dispute over interpreting the Contract, WSDOT’s decision will be final as provided in General Provisions Section 1-05.1.

6. PROJECT ORGANIZATION.

Refer to Exhibit C for a list of the authorized representatives of WSDOT and the Design-Builder and their contact information.

IN WITNESS WHEREOF, the Design-Builder and WSDOT have caused this instrument to be executed on the day and year first above written.

**WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION**

Director of Transportation

[DESIGN-BUILDER]

By: _____
Name: _____
Title: _____

Washington Contractor License Number

EXHIBIT A
PROJECT DESCRIPTION

The Project is located within the Cities of Bellevue, Kirkland and Bothell, Washington. The Project is approximately 17 miles long on I-405. The Project termini are:

- South Project limit – I-405, MP 13.50
- North Project limit – I-405, MP 30.30

The lateral limits of the Project are the R/W limits or cross street and interchange ramp connections, whichever is more extensive, as shown on the Conceptual Plans.

EXHIBIT B
WSDOT IDENTIFIED BETTERMENTS

The following elements of the Proposal are identified as Betterments in accordance with Chapter 1 of the RFP:

EXHIBIT C
PROJECT ORGANIZATION

WSDOT Contact:

Design Builder Contact:

Email: _____

Email: _____