

## ARTICLE 4 - FORM OF CONTRACT (SAMPLE)

### 4.1 PRECONSTRUCTION:

Contract No. 2014-195 G (1-1)  
Project Description Pacific Tower Improvements  
Department of Commerce  
Location Seattle, Washington

#### STATE OF WASHINGTON PUBLIC WORKS GENERAL CONTRACTOR/CONSTRUCTION MANAGER (GC/CM) PRE-CONSTRUCTION SERVICES CONTRACT

**THIS CONTRACT**, made and entered into this day [DAY OF WEEK] the [DATE], shall be the agreed basis performing the work by and between the State of Washington, acting through the Department of Enterprise Services, Division of Facilities, Engineering & Architectural Services, hereinafter referred to as the Owner, and [GC/CM COMPANY] hereinafter referred to as the General Contractor/Construction Manager (GC/CM).

The parties to this contract agree to:

#### **FIRST: CONTENTS OF CONTRACT**

The GC/CM accepts the relationship of trust and confidence established by this Contract. The GC/CM further agrees to cooperate with the Architect/Engineer (A/E) and utilize the GC/CM's best skills, efforts, and judgment in furthering the interests of the Owner.

The contract documents shall include:

- This contract
- The "Project Manual for GC/CM"
- Addenda #X dated [DATE]
- Addenda #X dated [DATE]
- The GC/CM's written response to the RFQ dated [DATE]

The A/E providing design on this project is: Schreiber Starling & Lane Architects, 185 University Street, Seattle, WA 98101; contact person is Keith Schreiber; (206) 682-8300, FAX: (206) 682-8375.

#### **SECOND: SCHEDULE OF PERFORMANCE**

The work as agreed to in this Contract shall commence upon the receipt of the Owner's Notice to Proceed.

The GC/CM shall provide timely participation and response to the schedule requirements so as to achieve tentative Substantial Completion of the project by September 15, 2015

The overall tentative project schedule is as follows:

Schematic Design Phase	March-April 2014
Design Development Phase	May-June 2014
Contract Document Phase	July-August 2014
Site work/Building Construction	September 2014-September 2015

**THIRD: PRECONSTRUCTION SERVICES CONTRACT COST**

This Contract is for Preconstruction Services only. Upon completion of the MACC negotiations a new Contract will be issued to authorize the remaining work referred to as Total Contract Cost.

The Pre-Construction Services Contract Cost is defined below:

(A) Pre-construction Services (Lump Sum)	=	\$ _____
(B) WSST (sales tax currently at 9.5%)	=	\$ _____
<b>Total Pre-Construction Services Contract</b>	=	<b>\$ _____</b>

**IN WITNESS WHEREOF:** The Department of Enterprise Services has caused this Contract to be subscribed in its behalf, and the GC/CM has signed this Contract the day and year written below.

CONTRACTOR  
[GC/CM FIRM]

OWNER – Department of Enterprise Services  
Division of Facilities, Engineering & Architectural  
Services

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: William J. Frare, P.E.  
Public Works Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Washington State Contractor's  
License No: \_\_\_\_\_

Federal Tax Identification No.: \_\_\_\_\_

UBI Number: \_\_\_\_\_

Transmittal Letter of Pre-construction Services (SAMPLE)

[DATE]

[GC/CM FIRM]  
GC/CM ADDRESS]

RE: Contract No. 2014-195  
Pacific Tower Tenant Improvements  
Department of Commerce

We have enclosed the following documents:

1. Contract

Please be advised that the General Conditions for Washington State Facility Construction require that the above listed documents be returned to Engineering and Architectural Services (E&AS) within 15 days of receipt or E&AS may terminate the award of this contract. Transmittal of this contract for signature does not obligate E&AS to proceed with award. This contract is not binding upon the State of Washington until it has been duly signed by E&AS's contracting officer.

The initial contract is for Preconstruction Services only. The GC/CM Fee and Specified General Conditions Work (Lump Sum Price) will be added by a separate Contract. As subcontractor packages are awarded, we require that subcontractor information be submitted to this office.

Sincerely,

Chris Gizzi  
Project Manager

CG:rgo

cc:

## 4.2 CONSTRUCTION

Contract No. 2014-195 H (1-2)  
Project Description Pacific Tower Improvements  
Department of Enterprise Services  
Location Seattle, WA

### STATE OF WASHINGTON PUBLIC WORKS GENERAL CONTRACTOR/CONSTRUCTION MANAGER (GC/CM) CONTRACT WITH A TOTAL CONTRACT COST (TCC)

**THIS CONTRACT**, made and entered into this day \_\_\_\_ of \_\_\_\_\_, 2014, shall be the agreed basis performing the work by and between the State of Washington, Department of Enterprise Services, Division of Facilities, Engineering & Architectural Services, hereinafter referred to as the Owner, and [GC/CM's FIRM NAME AND ADDRESS] hereinafter referred to as the General Contractor/Construction Manager (GC/CM).

The parties to this contract agree to:

#### **FIRST: CONTENTS OF CONTRACT**

The GC/CM accepts the relationship of trust and confidence established by this Contract. The GC/CM further agrees to cooperate with the Architect/Engineer (A/E) and utilize the GC/CM's best skills, efforts, and judgment in furthering the interests of the Owner.

The contract documents shall include:

- The contract
- The "Project Manual for GC/CM"
- Addenda #0 to the Project Manual for GC/CM, dated \_\_\_\_\_
- Addenda #0 to the Project Manual for GC/CM, dated \_\_\_\_\_
- The GC/CM's written response to the RFQ dated [DATE]
- MACC Negotiation Summary prepared by the GC/CM dated [DATE]
- Project Manual, Vol. 0 & 0, dated [DATE]
- Drawing package [title] dated [DATE]

The A/E providing design on this project is: Schreiber Starling & Lane Architects, 185 University Street, Seattle, WA 98101; contact person is Keith Schreiber; (206) 682-8300, FAX: (206) 682-8375.

#### **SECOND: SUBSTANTIAL AND FINAL COMPLETION**

The work as agreed to in this Contract shall commence upon the receipt of the Owner's Notice to Proceed.

The GC/CM shall achieve Project Substantial Completion by September 15, 2015 for the Core and Shell Improvements, SCCC Improvements and Building Interior Improvements.



Sample

[DATE, 200X]

**RETAINAGE INVESTMENT**

**Contractor** \_\_\_\_\_

**Contract No.** 2014-195

**Description** Pacific Tower Improvements

**Client Agency** Department of Enterprise Services

Pursuant to RCW 60.28, you are required to exercise your option, IN WRITING, on whether or not moneys reserved from the amounts due you on the above contract shall be placed in escrow. You are therefore directed to complete and return this form with the signed copy of the above contract to General Administration.

Should you desire to have the retained moneys invested, it will then be necessary that you enter into an escrow agreement with a bank, trust or savings and Loan Company, and the Department of Enterprise Services, P.O. Box 41476, Olympia, Washington 98504.

This form will be transmitted to the Department of Enterprise Services for further action in preparing the escrow agreement.

**CONTRACTOR'S OPTION**

\_\_\_\_\_ I do not request retainage on the above contract to be invested.

\_\_\_\_\_ I hereby request retainage on the above contract be invested.

\_\_\_\_\_/Date \_\_\_\_\_

\_\_\_\_\_  
Title

**Sample – Transmittal letter of Contract**

[DATE, 20XX]

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RE: Contract No. 2014-195  
Pacific Tower Improvements  
Department of Commerce

The Instructions for Bidders require that the signed contract, payment and performance bond, and certificate of insurance be returned to the Department of Enterprise Services within fifteen (15) days after your receipt of these documents.

Find enclosed:

1. The GC/GM Contract for your signature.
2. The Certificate of Insurance and memo for your insurance agent to complete.
4. The Retainage Investment form for your signature.

Please return or have these documents to this office for verification and signature by our Contracting Officer. Copies of the contract will be distributed when executed. **NOTE:** Transmittal of the contract for signature and the request for insurance and bond does not obligate the State to proceed with award. The contract is not binding upon the State of Washington until it has been duly signed by the State's contracting officer.

Sincerely,

Chris Gizzi, P.E.  
Project Manager

Enclosures

Sample

[DATE, 200X]

**TO:** Insurance Agent for  
[GC/CM Firm]

**RE:** Contract No. 2014-195  
Pacific Tower Improvements  
Department of Commerce

GC/CM Firm has been awarded a construction contract with the state of Washington for the above-referenced project.

The bid documents for this contract require that the GC/CM provide the state of Washington with a signed contract, bond and insurance within 15 days of receipt. Failure to meet this deadline may cause the state to terminate the award of this contract. It is therefore essential that you provide us with a Certificate of Insurance as soon as possible.

To assist you in supplying us with a certificate of insurance for this project, we are attaching a copy of the insurance coverage required and a copy of the required state insurance certificate form. We also require payment and performance bonds written for the amount of the contract plus state sales tax. The bonds are required to be written on the AIA forms A312. You should have these forms available. We would like a preview copy by email of these documents as soon as they are available. My email number is [terrie.glave@des.wa.gov](mailto:terrie.glave@des.wa.gov).

Should you have questions or concerns, please contact me at (360) 407-9330.

Thank you for your assistance.

Sincerely,

Terrie Glave, Contracts Specialist  
Engineering and Architectural Services

Attachment