

Department of Enterprise Services Project #2018-035

Capitol Campus Child Care Center Design-Build Services

Contract/Amendment adding Phase 2 Between Owner and Design-Builder Guaranteed Maximum Price

Pursuant to Article 3.4.A in this Contract, the Contract is amended by agreement of the Parties with the following additional articles, adding Phase 2 Services to the Contract. All other terms and conditions remain in full force and effect. This Amendment shall be effective on the date of the last signature.

Contents

Article 9 – Scope of Work	2
Article 10 – Contract Time – Phase 2	2
Article 11 – Contract Price	2
Article 12 – Schedule of Values	3
Article 13 – Electronic Data	3

Article 9 – Scope of Work

Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 10 – Contract Time – Phase 2

10.1 Start of Phase 2. The Work in Phase 2 shall commence within five (5) days of execution of this Amendment, unless the parties mutually agree otherwise in writing.

10.2 Substantial Completion and Final Completion.

- A. Substantial Completion of the entire Work shall be achieved within **TBD** calendar days after the start of Phase 2.
- B. Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Paragraph 1.3.F of the General Conditions.
- C. All of the dates set forth in this Article (collectively the “Contract Time(s)”) shall be subject to adjustment in accordance with the General Conditions.

10.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

10.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the Substantial Completion Date, Designer-Builder shall pay Owner, subject to adjustments made in accordance with the General Conditions, \$ **TBD** as liquidated damages for each day that Substantial Completion is not achieved. All other requirements related to liquidated damages are in Section 8.4.A. of the General Conditions.

Article 11 – Contract Price

11.1 Contract Price. The Contract Price is the Guaranteed Maximum Price, \$ **_____**, that shall be paid to Design-Builder. The Contract Price shall be complete compensation for all Work to be performed by Design-Builder under the Contract Documents. The Contract Price shall be subject to adjustment in accordance with Article 9 of the General Conditions.

11.2 Design-Builder’s Fee. As submitted on the Design-Builder’s Proposal’s Price Factor Form (Attachment 8): The Design-Builder’s Fee is **_____**%.

11.3 Allowance Items and Allowance Values. Allowance items and values are incorporated by reference in Attachment **TBD**.

11.4 Incentive Payment for GMP Savings. As identified in the RFP, savings shall be shared 50% to the Design-Builder and 50% returned to Owner.

Article 12 – Schedule of Values

Progress Payments. Progress payments will be made monthly for work duly certified, approved, and performed during the calendar month preceding the Application. The Owner and Design-Builder have agreed to the Schedule of Values, Attachment TBD, which shall serve as the basis for monthly progress payments made to the Design-Builder throughout the Work. All other requirements related to payments are in Article 7 of the General Conditions.

Article 13 – Electronic Data

Electronic Data. In addition to the requirements set forth in Article 12 of the General Conditions for electronic data, Design-Builder shall comply with the requirements of DES [or Owner-specified] CAD Standards, in the performance of services under this Contract, incorporated by reference in Attachment TBD.

Attachments: The following documents are hereby incorporated by reference and made a part of this Contract, as if set forth herein in full:

- Attachment 2: General Conditions of Contract Between Owner and Design-Builder.
- Attachment 8: Price Factor Form
- Attachment TBD: GMP Proposal (to be provided by Design-Builder)
- Attachment TBD: Schedule of Values (to be provided by Design-Builder)
- Attachment TBD: DES or Owner-specified CAD Standards

Terms and conditions relating to any Services required under this Agreement as may apply from the Contract Documents, including the Guaranteed Maximum Price Contract and the General Conditions of the Contract Between Owner and Design Builder (as provided in the Request for Proposals).

In executing this Contract, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate approvals to execute this Contract, and perform the services described herein.

OWNER:

Department of Enterprise Services

(Signature)

William J. Frare, Assistant Director

Engineering & Architectural Services

Date: _____

DESIGN-BUILDER:

(Signature)

Date: _____