

**Department of Enterprise Services
Project #2023-166**

**Bates Technical College Fire Services Training Center
Contract/Amendment adding Phase 2
Between Owner, DES, and Design-Builder
Guaranteed Maximum Price**

Pursuant to Article 3.2.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 10 – SCOPE OF WORK	2
ARTICLE 11 – CONTRACT TIME – PHASE 2	2
ARTICLE 12 – CONTRACT PRICE	2
ARTICLE 13 – ELECTRONIC DATA	2

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ARTICLE 10 – SCOPE OF WORK

10.1 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, including but not limited to the attached Basis of Design Documents.

ARTICLE 11 – CONTRACT TIME – PHASE 2

11.1 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.

11.2 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 Section 1.2.L of the General Conditions.
- C. All of the dates set forth in this Article 11 (collectively the “Contract Time(s)”) shall be subject to adjustment in accordance with the General Conditions.

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

11.4 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 12 – CONTRACT PRICE

12.1 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.

A. The Guaranteed Maximum Price breakdown includes the following:

- 1. Phase 1 in the amount of **\$**.
- 2.. Phase 2 in the amount of **\$**.

12.2 GMP Savings. 100 percent of savings shall be retained by the Owner.

ARTICLE 13 – ELECTRONIC DATA

13.1 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/BIM Standards, in the performance of services under this Contract, incorporated by reference in Attachment B to the Contract.

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

- 1. Guaranteed Maximum Price pursuant to Section 2.05.C of Attachment B to the Contract (“Attachment B”);

2. List of Assumptions (Section 2.05.C.2.a of Attachment B)
3. Material Changes (Section 2.05.C.2.c of Attachment B)
4. Basis of Design Documents pursuant to Section 2.04 of Attachment B;
5. Project Schedule pursuant to Section 2.02 D of Attachment B;
6. Schedule of Values pursuant to Section 2.05.B of Attachment B;
7. BIM Model and Execution Plan pursuant to Section 2.03.B of Attachment B;
8. Subcontractor Procurement Procedure pursuant to Section 2.06 of Attachment B;
9. Project Specific Safety Plan pursuant to Section 2.07.B of Attachment B;
10. Project Phasing/Staging Analysis pursuant to Section 2.08 of Attachment B;
11. Permitting Strategy Plan pursuant to Section 2.09 of Attachment B;
12. QA/QC Plans pursuant to Section 2.11 of Attachment B;
13. Contract Close Out Plan pursuant to Section 2.12 of Attachment B;
14. Differing Site Conditions Report pursuant to Section 2.13 of Attachment B;
15. Updated Responsibilities Matrix pursuant to Section 2.14 of Attachment B.

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/DES and Design Builder (as provided in the Request for Proposals).

In executing this Contract, Owner/DES 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:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

DEPARTMENT OF ENTERPRISE SERVICES:

(Signature)

(Printed Name)

(Title)

Date: _____