

NOTE: This Rider is for DCAMM Projects where the study (including schematic design) was completed under a separate contract.

**RIDER TO
CONTRACT FOR STUDY, FINAL DESIGN, AND
CONSTRUCTION ADMINISTRATION SERVICES**

Awarding Authority:	
Mass. State Project No./Contract No.:	
Project Title/Project Location:	
User Agency:	
Designer:	

WHEREAS, Designer and the Awarding Authority previously entered into a contract for the performance of study services, dated _____ with a project number of _____ (the “Study Contract”);

WHEREAS, the Awarding Authority has selected Designer to perform the Design Phase Services for the Project;

WHEREAS, the Awarding Authority and Designer are executing the Contract for Study, Final Design, and Construction Administration Services to which this rider (“Rider”) is attached (as modified by this Rider, the “Contract”).

The Awarding Authority and Designer acknowledge and agree that:

1. Certified Study

- a. As of the date of this Rider, Designer has completed and been compensated for the work required under the Study Contract for the Study Phase of the Project, including without limitation the creation of a Certified Study as identified below, which is hereby incorporated into the Contract by reference:

Title:

Massachusetts State Project No.:

Study Date:

Cost Estimate Date:

Date of Certification:

- b. The terms of the Study Contract are in no way modified by the terms of this Contract and Designer and Awarding Authority’s rights and obligations related to the Study for this Project shall be governed by the Study Contract.

- c. The Awarding Authority has selected Designer to perform the Design Services set forth in this Contract for the Project.

2. Contract Modifications

The Contract shall be modified as follows:

- a. Article 1, Article 4, and Article 5 are deleted in their entirety and replaced with the following: “Intentionally Omitted”.
- b. References to the “Study Phase” and “Study Phase Services” in this Contract shall be construed as referring to the services provided by the Designer pursuant to the Study Contract.
- c. The definition Design Phase appearing in Article 2 is deleted and replaced with the following:

“The portion of this Project that commences upon execution of this Contract, during which the final design of the Project and administration of the Construction Contract will occur. The Design Phase includes the design development phase, construction documents phase, construction administration phase, and facility performance evaluation phase.”
- d. Section 3.9 of the Contract is deleted and replaced with the following:

Quality Assurance. The Designer is responsible for Quality Assurance/Quality Control (QA/QC) in performance of all services required by the Designer under this Contract. Upon execution of this Contract, the Designer shall submit to the Awarding Authority a written description of the QA/QC procedures the Designer will implement in the performance of all services required under this Contract, which shall (1) include all requirements for QA/QC set forth in the Designer Procedures Manual , (2) identify the individual(s) responsible for bid document review and cost estimating, and (3) identify methods utilized to determine the completeness, accuracy, and coordination of drawings, specifications, cost estimates, digital files, and other data and documentation. The Designer shall be responsible for the completeness, accuracy and coordination of all data and information relating to the Design Phase.”
- e. The first sentence of Section 6.1 of the Contract is deleted and replaced with the following:

“The Design Phase shall commence upon the execution of this Contract and shall continue through the completion of the Design Phase Services required hereunder, unless terminated earlier.”
- f. Section 7.19 of the Contract is deleted and replaced with the following:

“The Attachment C – MBE/WBE Participation Provisions are incorporated herein by reference. If the Awarding Authority granted a written waiver of MBE/WBE participation provisions under the Study Contract, the Awarding Authority may require Designer to meet the requirements of Attachment C - MBE/WBE Participation Provisions for the aggregate of the Design Phase Basic Fee under this Contract and the basic fee owed to Designer under the Study Contract.”

3. Design Phase Schedule

Designer and Awarding Authority agree that the Design Phase Services shall be performed in accordance with the following schedule:

- a. Unless otherwise approved by DCAMM in writing, Designer shall complete final drawings and specifications with associated BIMs (if applicable) and bid documents within the following number of calendar days from the issuance of the “Notice to Proceed” to the Designer: _____ (# days)
- b. The estimated construction duration through substantial completion, including early bid packages, if any, is anticipated to be the following number of calendar days from the issuance of the first notice to proceed with construction services to the general contractor, with adjustments for out of sequence work on the Project as directed by DCAMM: _____ (# days)

4. Effective Date of Rider

The Effective Date of this Rider shall be the date of the Contract.

Remainder of page intentionally blank. Signatures appear on following page.

SIGNATURES

Designer and Awarding Authority have executed this Rider to this Contract as of the date of the final signature below above under the pains and penalties of perjury.

DESIGNER

AWARDING AUTHORITY

Printed Name: _____

Printed Name: _____

Title: _____
hereunto duly authorized

Title: _____
hereunto duly authorized

Date: _____

Date: _____