

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:

The Awarding Authority and Designer acknowledge and agree that:

1. Designer and the Awarding Authority previously entered into a contract for study services, dated _____ with a project number of _____ (the “Study Contract”).
2. As of the date of this Contract, Designer has completed and been compensated for the work required under the Study Contract, including without limitation the creation of a Certified Study.
3. 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.
4. The Awarding Authority has selected Designer to perform the Design Services set forth in this Contract for the Project.
5. 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” 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 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 Schematic

Design Phase, Design Development Phase, Construction Documents Phase, Construction Administration Phase, and Facility Performance Evaluation Phase.”

d. Section 3.10 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. 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. Section 7.18 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.”

SIGNATURES

Designer and Awarding Authority have executed this rider to this Contract as of the date first written above under the pains and penalties of perjury.

DESIGNER:

Printed Name: _____

Title: _____
hereunto duly authorized

Date: _____

AWARDING AUTHORITY

Printed Name: _____

Title: _____
hereunto duly authorized

Date: _____