

**NOTE: The below is for DCAMM Projects where the study was completed under a separate contract. If SD was performed as part of the Study, remove references where indicated.**

**DESIGN PHASE AMENDMENT**  
**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:**

**Effective Date of Amendment:**

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

WHEREAS, the Awarding Authority has selected Designer to perform the Design Services in accordance with the Contract for Study, Final Design, and Construction Administration Services to which this Amendment is attached (the “Contract”) for the above-referenced project (“Project”).

The Awarding Authority and Designer acknowledge and agree that:

1. Certified Study.

- a. As of the date of this Amendment, Designer has completed and been compensated for the work required under the Study Contract, 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.

2. Contract Modification. 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."

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 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. Design Phase Contract Modifications. The Contract shall be modified as follows:

- a. The following documents attached hereto are hereby incorporated into the Contract by reference:
  - (i) Attachment E-2 – Corporate Vote or Other Evidence of Authority (Design Phase)
  - (ii) Attachment F-2 – Truth in Negotiations Certificate (Design Phase)
  - (iii) Attachment G – Design Phase Scope of Services
  - (iv) Attachment I – Designer’s Personnel Assigned to Project
  - (v) Attachment J – Certified Billing Rates of Designer’s and Designer’s Consultant’s Personnel
- b. On the cover page of the Contract, the following amount shall be inserted as the not-to-exceed amount for the Design Phase Basic Fee: \$\_\_\_\_\_

A breakdown of the Design Phase Basic Fee is attached hereto and incorporated by reference.

### **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: Elizabeth Minnis

Title: Deputy Commissioner  
hereunto duly authorized

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