

DBIA



DESIGN-BUILD
INSTITUTE OF AMERICA

Standard Form of Agreement Between Owner and Design-Builder Cost Plus Fee with an Option for a Guaranteed Maximum Price

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the 6th day of May in the year 2008, by and between the following parties, for services in connection with the Project identified below:

OWNER:

(Name and address)

City of Manassas Park
One Park Center Court
Manassas Park, Virginia 20111

DESIGN-BUILDER:

(Name and address)

Shockey-Manassas Park, LLC
c/o Howard Shockey & Sons, Inc.
1057 Martinsburg Pike
Winchester, Virginia 22603

PROJECT:

*(Include Project name and location
as it will appear in the Contract
Documents)*

New Parks and Recreation Facility
City of Manassas Park, Virginia

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design, design management, construction and construction management services, and provide all facilities, supplies, material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents. Notwithstanding the above, the scope of work does not include facilities management or operation of the facility by Design-Builder.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

- .1** All written modifications, amendments (including, as applicable, the GMP Exhibit referenced in Section 6.5.1.1 hereof or the GMP Proposal accepted by Owner in accordance with Section 6.5.2 hereof) and change orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (1998 Edition) as amended (the "General Conditions of Contract");
- .2** This Agreement, including all exhibits (but excluding, if applicable, the GMP Exhibit) and attachments;
- .3** Written Supplementary Conditions, if any, to the General Conditions of Contract;
- .4** The General Conditions of Contract;
- .5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;
- .6** Owner's Requirements; and
- .7** The following other documents, if any:

The Comprehensive Agreement between Owner and Design-Builder of even date herewith, including all exhibits and attachments, along with all written modifications and amendments thereto (the "Comprehensive Agreement").

Article 3

Interpretation and Intent

3.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event any inconsistency, conflict, or ambiguity between or among the Contract Documents is discovered, Design-Builder shall immediately seek clarification from Owner. In the event that Owner fails to clarify such discrepancy within five (5) business days, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof, except that the Comprehensive Agreement shall take precedence over all other Contract Documents.

3.2 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.3 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 All drawings, specifications and other documents and electronic data prepared by Design-Builder or its Design Consultant(s) for the Project (the "instruments of service") and furnished to Owner under the Comprehensive Agreement or this Agreement are deemed to be work for hire and the property of Owner.

4.2 If Owner uses the instruments of service for any use other than the Work without employing the applicable Design Consultant(s), then (a) Owner shall accept full responsibility for such other use and neither Design-Builder nor the Design Consultant(s) shall have any liability for such other use; and (b) to the extent permitted by applicable law, Owner shall defend, indemnify and hold harmless Design-Builder and its Design Consultant(s) from and against any and all claims, damages, liabilities, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from such use of the instruments of service.

4.3 Design-Builder and its Design Consultant(s) shall not reuse or site adapt the design for the Project for any client other than the City of Manassas Park. Neither party will be responsible for the other's use of the instruments of service for purposes other than the Project, unless there is a written agreement between the parties specifying otherwise.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed (the "Date of Commencement") unless the parties mutually agree otherwise in writing; provided, however, that Owner shall issue its Notice to Proceed no later than [insert date].

5.2 Substantial Completion and Final Completion

5.2.1 Substantial Completion of the entire Work shall be achieved no later than five hundred sixty four (564) calendar days after the Date of Commencement (the "Scheduled Substantial Completion Date").

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable, but in no event shall Final Completion be achieved later than sixty (60) calendar days after the Scheduled Substantial Completion Date (the "Final Completion Date").

5.2.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 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.

5.3.1 By executing this Agreement, Design-Builder confirms that the Contract Time includes an allowance for normally adverse weather and is a reasonable period for performing the Work.

5.4 Liquidated Damages.

5.4.1 Design-Builder understands that if Substantial Completion is not attained by the Scheduled 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 thirty (30) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner Two Thousand Dollars (\$2,000.00) as liquidated damages for each calendar day that Substantial Completion extends beyond the LD Date.

5.4.2 Design-Builder understands that failure to expeditiously complete all work remaining to be completed after Substantial Completion will cause Owner damages that are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not attained by the Final Completion Date, Design-Builder shall pay Owner Two Thousand Dollars (\$2000.00) as liquidated damages for each calendar day that Final Completion extends beyond the Final Completion Date.

5.4.3 Owner may deduct liquidated damages described in Section 5.4 from any unpaid amounts then or thereafter due Design-Builder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Design-Builder shall be payable to Owner at the demand of Owner, together with interest from the date of the demand at a rate equal to the interest rate provided in Section 7.4 of this Agreement. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential.

Article 6

Contract Price

6.1 Contract Price

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price (the "Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.5 hereof and any adjustments made in accordance with the General Conditions of Contract.

6.2 Design-Builder's Fee

6.2.1 Design-Builder's Fee shall be:

eight and one-half percent (8.5%) of the Cost of the Work, as adjusted in accordance with Section 6.2.2 below.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

- .1** Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.
- .2** Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the coordination, production or transportation of material and equipment necessary for the Work.

- .3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices and performing the following functions. Payment of the salaries of Design-Builder's project management, estimating, administrative, scheduling, safety and other personnel when working on items of Work specifically related to the Project at Design-Builder's principal office, Design Consultant(s)' office, job site, field office or any other location for that portion of their time spent in the performance of the Work for the Project shall be included in the Cost of the Work. The cost of Vice Presidents and the President of Design-Builder is included in the Design-Builder's Fee and is not part of the Cost of the Work. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a fifty percent (50%) markup to compensate Design-Builder for the Project-related overhead associated with such personnel. *(Insert the names, job description or job title of personnel)*
- .4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, excluding bonuses, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.
- .5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.
- .6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.
- .7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work, provided that such defective, damaged or nonconforming Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such defective, damaged or nonconforming Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and credit Owner if recovery is obtained.
- .8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.
- .9 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.
- .10 Costs of removal of debris and waste from the Site.
- .11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.
- .12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

- .13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.
- .14 All fuel and utility costs incurred in the performance of the Work.
- .15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
- .16 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.
- .17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.
- .18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.
- .19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.
- .20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.
- .21 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.4 Non-Reimbursable Costs

The following shall be excluded from the Cost of the Work:

- .1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.
- .2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.
- .3 The cost of Design-Builder's capital used in the performance of the Work.
- .4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.5 The Guaranteed Maximum Price

6.5.1 GMP Established Upon Execution of this Agreement

6.5.1.1 Design-Builder guarantees that it shall not exceed the GMP of Twenty Two Million Four Hundred Thirty Five Thousand Two Hundred Eighty Seven Dollars (\$22,435,287.00). Design-Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. Documents used as a basis for the GMP along with a breakdown of the GMP, shall be identified in an exhibit to this Agreement (the "GMP Exhibit").

6.5.1.2 The GMP includes a Contingency in the amount of One Million Three Hundred Fifty Three Thousand Seven Hundred Thirty Nine Dollars (\$1,353,739.00), which is available for Design-Builder's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item or the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime, acceleration, costs in correcting defective, damaged or nonconforming Work, design errors or omissions and Subcontractor defaults. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner with notice of all anticipated charges against the Contingency.

6.5.3 Savings

6.5.3.1 If the sum of the actual Cost of the Work (excluding design, allowances and the contractor's contingency) and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP (excluding design, allowances and the contractor's contingency), as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

Thirty percent (30%) to Design-Builder and Seventy percent (70%) to Owner.

6.5.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, Design-Builder shall be entitled to payment from Owner for that portion of such costs that were distributed to Owner as Savings.

Article 7

Procedure for Payment

7.1 Progress Payments

7.1.1 Design-Builder shall submit to Owner on the first (1st) day of each month and no later than the fifth (5th) day of each month, beginning with the first (1st) month after the Date of Commencement, Design-Builder's Application for Payment for the Work performed in the previous month in accordance with Article 6 of the General Conditions of Contract.

7.1.1.1 Applications for Payment received after the (5th) day of the month will be treated as if submitted on the fifth (5th) day of the following month.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments

7.2.1 Owner will retain eight and one-half percent (8.5%) of each Application for Payment; provided, however, that when fifty percent (50%) of the Work has been completed by Design-Builder, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

7.2.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts

relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.8 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.8.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder or Design-Builder to Owner, whether progress payments, final payment or other payments, shall bear interest commencing five (5) days after payment is due at the rate of eight percent (8%) per annum.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment.

Article 8

Termination for Convenience

8.1 Termination by Design-Builder. Design-Builder shall have rights to terminate this Agreement as provided in the General Conditions of Contract. If the Work is stopped for a period of ninety (90) days under an order of any court or any public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Design-Builder or Subcontractors or their agents or employees or any other persons performing any of the Work under a contract with Design-Builder, then Design-Builder may, upon seven (7) additional days' written notice to Owner, terminate the Contract and recover from Owner payment for all Work executed to the termination date, together with reasonable demobilization costs. The Design-Builder shall have no other right to terminate the Agreement for any reason.

8.2 Termination by Owner. Owner shall have rights to terminate this Agreement as provided in the General Conditions of Contract. If Design-Builder is in default under the Contract Documents, Owner may, without prejudice to any other right or remedy and upon written notice to the Design-Builder, terminate the Agreement.

8.2.1 Prior to termination of the Agreement, Owner shall give Design-Builder and its surety ten (10) calendar days written notice, during which Design-Builder and/or its surety may rectify the cause of the termination. If rectified to the satisfaction of Owner within said ten (10) days, the Owner may rescind its notice of termination. If not rectified, the termination for cause shall become effective at the end of the ten (10) day notice period. In the alternative, Owner may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from Design-Builder and its surety that the causes of termination will be remedied in a time and manner which Owner finds acceptable. If at any time more than ten (10) days after the notice of termination Owner determines that Design-Builder or its surety has not rectified or is not likely to rectify the cause(s) of termination in an acceptable manner or within the time allowed, then Owner may immediately terminate the Agreement for cause by giving written notice to Design-Builder and its surety. In no event shall termination for cause terminate the obligations of Design-Builder's surety on its payment and performance bonds.

8.2.2 Notice of termination, whether initial or given after a period of postponement, may be served upon Design-Builder and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to the representatives listed in Article 11 herein. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

8.2.3 Upon termination of the Agreement, Owner shall take possession of the premises and of all materials, tools, appliances, equipment, and other facilities on the Site, and all materials, tools, appliances, equipment, and other facilities stored off-Site for which Owner has paid and may finish the Work by whatever method deemed expedient. Design-Builder shall assign subcontracts to Owner or to a designated substitute design-builder promptly upon request. In such case, Design-Builder shall not be entitled to receive any further payment until the Work is finished and Owner has determined its damages owing to Design-Builder's default.

8.2.4 If the costs of finishing the Work, including compensation for Owner's staff and consultants and additional services made necessary by Design-Builder's default, and all other damages suffered by Owner on account of Design-Builder's default, exceed the unpaid balance of the Contract Price, Design-Builder shall pay the difference to Owner, and this obligation for payment shall survive the termination of this Agreement. If the costs of finishing the Work are less than the unpaid portion of the Contract Price, Owner shall pay the unpaid balance of any amount properly owing to Design-Builder for all Work executed to the date of termination, less actual damages. The Owner will not be obligated to pay any further amounts.

8.2.5 References to damages in Sections 8.2.3 and 8.2.4 specifically exclude Consequential Damages, consistent with Article 10.5 of the General Conditions of Contract.

8.2.6 If a court of competent jurisdiction determines that Owner has improperly terminated this Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 8.3 below.

8.3 Termination for Convenience. Owner may terminate this Agreement at any time without cause, in whole or in part, upon giving Design-Builder notice of such termination. Upon such termination, Design-Builder shall, without unreasonable delay, cease Work and remove from the Site all of its labor forces and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. Design-Builder shall receive as full compensation for termination and assignment the following:

- .1 All amounts, including all costs and fees, then otherwise due under the terms of this Agreement.
- .2 All amounts, including all costs and fees, due for Work performed subsequent to the latest Application for Payment through the date of termination.
- .3 Reasonable compensation for the costs attributable to such termination, including demobilization, settlement of terminated contracts with Subcontractors and Design Consultant(s), and overhead incurred by Design-Builder as a direct result of such termination. Design-Builder shall not be entitled to any compensation for lost profits.

8.3.2 In no event shall termination for convenience of Owner terminate the obligations of Design-Builder's surety on its payment and performance bonds on all Work performed up to the date of termination for convenience.

(The following Article 9 should only be used if the Owner and Design-Builder agree to establish their respective representatives at the time the Agreement is executed rather than during the performance of the Project.)

Article 9

Representatives of the Parties

9.1 Owner's Representatives

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

9.2 Design-Builder's Representatives

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder shall procure insurance in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide performance bonds and labor and material payment bonds or other performance security in accordance with Article 5 of the General Conditions of the Contract.

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

11.1.1 Notices – All notices, demands and other communications required by the Contract documents to either party by the other shall be in writing and shall be deemed to have been duly given if personally delivered or sent by a nationally recognized, overnight delivery service addressed as follows:

To Owner: Mercury T. Payton
City manager
City of Manassas Park
One Park Center
Manassas Park, VA 20111-2395

To Design-Builder: Shockey-Manassas Park, LLC
c/o Howard Shockey and Sons, Inc.
Attn: Jeff Boehm, Vice President
1057 Martinsburg Pike
Winchester, Virginia 22603

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, 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: _____

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.