

**Contract Agreement Date:**

**BETWEEN** the Owner:  
*(Name, address and other information)*

and the Design-Builder:  
*(Name, address and other information)*

For the following Project:  
*(Name, location and detailed description)*

The Owner and Design-Builder agree as follows.

## **TABLE OF ARTICLES**

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## **TABLE OF EXHIBITS**

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- B DETERMINATION OF THE COST OF THE WORK**
- C INSURANCE AND BONDS**

### **ARTICLE 1 THE DESIGN-BUILD DOCUMENTS**

**§ 1.1** The Design-Build Documents form the Design-Build Contract. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, the "Agreement") and its attached Exhibits; Supplementary and other Conditions; Addenda issued prior to execution of the Agreement: the Project Criteria, including changes to the Project Criteria proposed by the Design-Builder and accepted by the Owner, if any; the Design-Builder's Proposal and written modifications to the Proposal accepted by the Owner, if any; other documents listed in this Agreement: and Modifications issued after execution of this Agreement. The Design-Build Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the Owner to prepare or review the Project Criteria. An enumeration of the Design-Build Documents, other than Modifications, appears in Article 8.

**§ 1.2** The Design-Build Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

**§ 1.3** The Design-Build Contract may be amended or modified only by a Modification. A Modification is (1) a written amendment to the Design-Build Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner.

### **ARTICLE 2 THE WORK OF THE DESIGN-BUILD CONTRACT**

**§ 2.1** The Design-Builder shall fully execute the Work described in the Design-Build Documents, except to the extent specifically indicated in the Design-Build Documents to be the responsibility of others.

### **ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of Work, the Owner requires time to file mortgages, documents related to mechanic's liens and other security interests, the Owner's time requirement shall be as follows:  
*(Insert Owner's time requirements.)*

**§ 3.2** The Contract Time shall be measured from the date of commencement, subject to adjustments of this Contract Time as provided in the Design-Build Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

**§ 3.3** The Design-Builder shall achieve Substantial Completion of the Work not later than \_\_\_\_\_ days from the date of commencement, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Design-Build Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Design-Build Contract. The Contract Sum shall be one of the following:  
*(Check the appropriate box.)*

- Stipulated Sum in accordance with Section 4.2 below;
- Cost of the Work Plus Design-Builder's Fee in accordance with Section 4.3 below;
- Cost of the Work Plus Design-Builder's Fee with a Guaranteed Maximum Price in accordance with Section 4.4 below.

*(Based on the selection above, complete either Section 4.2, 4.3 or 4.4 below.)*

**§ 4.2 STIPULATED SUM**

**§ 4.2.1** The Stipulated Sum shall be \_\_\_\_\_ Dollars (\$) , subject to additions and deductions as provided in the Design-Build Documents.

**§ 4.2.2** The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

**§ 4.2.3** Unit prices, if any, are as follows:

**§ 4.2.4** Allowances, if any, are as follows:  
*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*

**§ 4.2.5** Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

**§ 4.3 COST OF THE WORK PLUS DESIGN-BUILDER'S FEE**

**§ 4.3.1** The Cost of the Work is as defined in Exhibit B.