

**ARTICLE B.1 CONTRACT SUM**

§ B.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder’s performance of the Agreement after the execution of this Amendment. The Contract Sum shall be the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment. The Contract Sum shall include Early Release Work but shall not include any other compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment. The Contract Sum shall the following:

- [ X ] Cost of the Work plus the Design-Builder’s Fee with a Guaranteed Maximum Price, in accordance with Section B.1.4 below

**§ B.1.4 Cost of the Work Plus Design-Builder’s Fee With a Guaranteed Maximum Price**

§ B.1.4.1 The Cost of the Work is as defined in Article B.6, Cost of the Work.

§ B.1.4.2 The Design-Builder’s Fee:

Percentage of Cost of the Work. Design-Builder’s fee shall be 4% of the Guaranteed Maximum Price unless there are scope of work changes that result in...

**§ B.1.4.3 Guaranteed Maximum Price**

§ B.1.4.3.1 The sum of the Cost of the Work and the Design-Builder’s Fee is guaranteed by the Design-Builder not to exceed \$ \$5,000,000.00 , subject to additions and deductions by changes in the Work as provided in the Design-Build Documents. This maximum sum is referred to in the Design-Build Documents as the Guaranteed Maximum Price. The Guaranteed Maximum Price shall include all sales, consumer, use and similar taxes for the Work provided by the Design-Builder that are legally enacted, whether or not yet effective, at the time this Amendment is executed. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

**§ B.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price**

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder’s Fee, and other items that comprise the Guaranteed Maximum Price, including Design Services to be performed after execution of the Design-Build Amendment and Early Release Work. *(Provide itemized statement below or reference an attachment.)*

See attachment “A” for the Schedule of Values.

**§ B.1.4.3.6 Assumptions and clarifications, if any, on which the Guaranteed Maximum Price is based:**

*(Identify each assumption and clarification.)*

The Owner will be responsible for dog kennels, stainless steel tables, and the FF&E package. Additionally, the Owner is responsible for the cost of meters, fees, and taps.

§ B.1.4.3.7 To the extent that the Design-Build Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Design-Build Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ B.1.5 Payments**

**§ B.1.5.1 Progress Payments**

§ B.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ B.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ B.1.5.1.3 Provided that an Application for Payment is received not later than the 25th day of the month, the Owner shall make