

CITY OF SHAWNEE, KANSAS

**REQUEST FOR QUALIFICATIONS
AND
PRICE PROPOSAL**

FOR

**DESIGN AND CONSTRUCTION
OF
SHAWNEE TOWN, 1929**

ADDENDUM NO. 2

This Addendum No. 2 consists of two (2) pages and includes the following additions and changes to the Request for Qualifications and Price Proposal for Design and Construction of Shawnee Town, 1929 dated February 3, 2010.

1. In regard to DBIA Document No. 520 – Standard Form of Preliminary Agreement Between Owner and Design-Builder, make the following revisions:
 - a. In sub-article **7.1 - Payment**, delete paragraph 7.1.2 in its entirety and substitute the following:

“7.1.2 Payment of amounts due Design-Builder, except retainage, shall be made within thirty (30) days after the Owner receives a timely, properly completed, undisputed request for payment according to the terms of this Agreement, unless extenuating circumstances exist which would preclude approval of payment within thirty (30) days. If such extenuating circumstances exist, then payment shall be made within forty-five (45) days after the Owner receives such payment request.
 - 7.1.3 Design-Builder shall pay its subcontractors any amounts due within seven (7) business days of receipt of payment from the Owner, including payment of retainage, if retainage is released by Owner, if the subcontractor has provided a timely, properly completed and undisputed request for payment to the Design-Builder.

7.1.4 If Design-Builder fails to pay a subcontractor within seven (7) business days, Design-Builder shall pay interest to the subcontractor beginning on the eighth (8th) business day after receipt of payment by the Design-Builder, computed at the rate of eighteen-percent (18%) per annum on the undisputed amount.”

2. In regard to DBIA Document No. 530 – Standard Form of Agreement between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price, make the following revisions:

- a. In sub-article **6.3 - Cost of the Work**, delete paragraph 6.3.7 (Costs incurred by Design-Builder in repairing or correcting defective.....) in its entirety.
- b. In sub-article **7.1 – Progress Payments**, add the following paragraphs:

“7.1.4 Payment of amounts due Design-Builder, except retainage, shall be made within thirty (30) days after the Owner receives a timely, properly completed, undisputed request for payment according to the terms of this Agreement, unless extenuating circumstances exist which would preclude approval of payment within thirty (30) days. If such extenuating circumstances exist, then payment shall be made within forty-five (45) days after the Owner receives such payment request.

7.1.5 Design-Builder shall pay its subcontractors any amounts due within seven (7) business days of receipt of payment from the Owner, including payment of retainage, if retainage is released by Owner, if the subcontractor has provided a timely, properly completed and undisputed request for payment to the Design-Builder.

7.1.6 If Design-Builder fails to pay a subcontractor within seven (7) business days, Design-Builder shall pay interest to the subcontractor beginning on the eighth (8th) business day after receipt of payment by the Design-Builder, computed at the rate of eighteen-percent (18%) per annum on the undisputed amount.”

ACKNOWLEDGEMENT. Each Design-Builder shall acknowledge receipt of Addendum No. 2 in the space provided in the Price Proposal.

March 12, 2010