

Road Improvements Addendum to Comprehensive Agreement

This **ROAD IMPROVEMENTS ADDENDUM TO COMPREHENSIVE AGREEMENT** (“**Addendum**”), dated **November 12, 2019** for identification purposes, but effective the last date signed below, by and between the **School Board of the City of Harrisonburg, Virginia** (“**Owner**”) and **Nielsen Builders, Inc.** (“**Design-Builder**”), who recite and agree as follows:

WHEREAS, Owner and Design-Builder are parties to a Comprehensive Agreement dated November 12, 2019 for the New Second Harrisonburg High School Project which is to be executed contemporaneous with this Addendum; and

WHEREAS, the Comprehensive Agreement grants Owner the option of having Design-Builder perform certain road improvements as an add-on alternate (the “**Option**”); and

WHEREAS, this Addendum sets forth the scope of work for the road improvements in the event that Owner exercises the foregoing option.

NOW, THEREFORE, the parties agree as follows:

1. **Exercise of Option**. If not exercised at the time this Addendum is executed, Owner shall have until the close of business on _____, **2019** to notify Design-Builder that Owner is exercising the Option and otherwise accepts this Addendum as an add-on alternate to the Comprehensive Agreement.

2. **Scope of Work**. If Owner exercises the aforementioned Option, Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from this Addendum. Qualifications and exclusions for this Addendum are included in **Exhibit 2** to the Comprehensive Agreement.

3. **Plans**. If Owner exercises the aforementioned Option, the Work for this Addendum shall be completed in accordance with the plans prepared by Valley Engineering, Inc., that are identified as follows:

Valley Engineering	BOXWOOD COURT	9/24/2019
Valley Engineering	BOXWOOD COURT	9/24/2019
Valley Engineering	KAYLOR PARK DRIVE	8/15/2019

Design-Builder will prepare such additional plans as are required to complete the road improvements as contemplated by the foregoing plans.

4. **Specifications**. If Owner exercises the aforementioned Option, the Work for this Addendum shall be completed in accordance with the specifications that are attached as **Exhibit A-1**.

5. Addendum Price. If Owner exercises the aforementioned Option, Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the lump sum price of **\$4,932,293.00** ("Addendum Price"), subject to adjustments made in accordance with the General Conditions of Contract and the Comprehensive Agreement, including the Design Contingency and Allowances defined below. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer, and other taxes mandated by applicable Legal Requirements. If Design-Builder performs the road maintenance improvement work, then Design-Builder will revise the Schedule of Values and Project Billing Schedule accordingly.

6. Terms and Conditions. The terms and conditions of the Comprehensive Agreement and General Conditions of Contract govern this Addendum as if it is a part thereof. With respect to the Work associated with the road improvements, in the event of any conflict between this Addendum and the Comprehensive Agreement or General Conditions of Contract, the terms of this Addendum control.

WITNESS the following signatures:

OWNER:

DESIGN-BUILDER:

**School Board of City of Harrisonburg,
Virginia**

Nielsen Builders, Inc.

By: _____
Deb Fitzgerald
Its: Chair

By: _____
Tony E. Biller
Its: President

Date: _____

Date: _____

APPROVED:

City Council of the City of Harrisonburg, Virginia

By: _____
Deanna R. Reed
Its: Mayor

Date: _____