

**CHANGE
ORDER**

AIA DOCUMENT G701-2000

Change Order

- Owner
- Architect
- Contractor
- Field
- Other

Project: **KISD - Bette Perot Elementary**

Change Order No: **VLK-1**

Contractor:
Steele-Freeman Inc.
1301 Lawson Road
Ft. Worth, TX 76131

Date: **03/30/2005**

Architect's Project No: **2125.00**

Contract Date: **05/22/2003**

Contract For: **A New Elementary School**



The Contract is changed as follows:

Line #	Description	Amount
1	Credit Final Balance in Owner's Betterment Allowance	-130,051
2	Credit Final Balance in Construction Cont. Allowance	-118,940
TOTAL		\$-248,991

The original (Contract Sum) (Guaranteed Maximum Price) was: \$10,993,694
 Net change by previously authorized Change Orders: \$0
 The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was: \$10,993,694
 The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of: **\$-248,991**
 The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be: \$10,744,703

The Contract Time will be (increased) (decreased) (unchanged) by: (0) days
 The date of Substantial Completion as of the date of this Change Order therefore is: **07/14/04**

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.

Not valid until signed by the Owner, Architect and Contractor.

ARCHITECT:
VLK Architects
1161 Corporate Drive West
Suite 300
Arlington, TX 76006

CONTRACTOR:
Steele-Freeman Inc.
1301 Lawson Road
Ft. Worth, TX 76131

OWNER:
Keller ISD
350 Keller Parkway
Keller, TX 76248

By: *Rda Fabel*
Date: **03/30/2005**

By: *[Signature]*
Date: **4/6/05**

By:
Date:

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***Comments:**

- Line 1: -
- Line 2: -

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Any singular reference to Contractor, Principal, Surety, Owner or other party shall be considered plural where applicable.

PROJECT: Keller Independent School District
Bette Perot Elementary School in the Heritage Dvmt.

(Insert name, contract designation, contract number)

TO: (Owner) Keller Independent School District
Keller, TX

(Insert Owner name and address)

CONTRACTOR: Steele-Freeman, Inc.

1301 Lawson Road, Fort Worth, TX 76131
(Insert Contractor name and address)

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the _____
Federal Insurance Company
2001 Bryan Street, Dallas, TX 75201-3068 _____, SURETY COMPANY,
(Insert Surety Company name and address)

on bond of Steele-Freeman, Inc.
1301 Lawson Road, Fort Worth, TX 76131 _____, CONTRACTOR,
(Insert Contractor name and address)

after a careful examination of the books and records of said Contractor or after receipt of an affidavit from Contractor, which examination or affidavit from Contractor, which examination or affidavit satisfies this Company that all claims for labor and materials have been satisfactorily settled, hereby approves of the final payment to the said Steele-Freeman, Inc. _____, CONTRACTOR,

and by these presents witnesseth that payment to the Contractor of the final estimates shall not relieve the Surety Company of any of its obligations to Keller Independent School District _____, OWNER, as set forth in the said Surety Company's Bonds.

IN WITNESS WHEREOF, the said Surety Company has hereunto set its hand and seal this 18 day of March, 2005.

ATTEST:

Federal Insurance Company
2001 Bryan Street, Dallas, TX 75201-3068
(Surety name and address)

(SEAL)

By: Rosemary Weaver
(Signature) _____ Surety
Rosemary Weaver / Attorney-in-fact



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Rosemary Weaver, D. Gregory Stitts, Jeff McIntosh, Stanley C. Horton and Christine Davis of Dallas, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 27th day of October, 2003

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

T. W. Cavanaugh
T. W. Cavanaugh, Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

On this 29th day of October, 2003, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with T. W. Cavanaugh, and knows him to be Vice President of said Companies; and that the signature of T. W. Cavanaugh, subscribed to said Power of Attorney is in the genuine handwriting of T. W. Cavanaugh, and was thereto subscribed by authority of said By-Laws and in deponent's presence.



MARIA D. SCARDIGNO
Notary Public State of New Jersey
No. 2229781
Commission Expires Sept. 25, 2004

Maria D. Scardigno
Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 18 day of March, 2005



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY

Telephone (908) 903-3497

Fax (908) 903-3656

e-mail: surety@chubb.com

**Summary of Final Costs
Bette Perot Elementary School
March 17, 2005**

Final Accounting	
Original Guaranteed Maximum Price	10,993,694.00
Change Order No. - n/a	0.00
Change Order No. - n/a	0.00
Change Order No. - n/a	0.00
Guaranteed Maximum Price with All Approved Change Orders	10,993,694.00
Guaranteed Maximum Price with All Approved Change Orders	10,993,694.00
Less Final Total Cost of Construction	(10,744,702.13)
Remaing Balance in GMP (Final Credit Change Order)	248,991.87 *

Final Change Order	
Credit Final Balance in Owner's Betterment Allowance	(130,051.47)
Credit Final Balance in Construction Contingency Allowance	(118,940.40)
Change Order No. 1 - Recognize Savings to Closeout Contract	(248,991.87) *

Final Payment	
Final Total Cost of Construction	10,744,702.13
Less Payments Received to Date	(10,625,387.56)
Final Payment Owed to Steele & Freeman, Inc.	119,314.57 *

*Reference Application and Certification for Payment No. 16 Revised dated March 8, 2005 for a complete itemized listing of all construction expenses.



Steele & Freeman, Inc.

Construction Managers
1301 Lawson Road
Fort Worth, Texas
Ph.: 817-232-4742 Fax: 817-232-9113

Request for Change Order

SFI Office Use Only:

PE _____ P _____

Project:

Bette Perot Elementary School
SFI Job No.: 3506-6
9345 General Worth Drive
Fort Worth, Texas 76248

Request for Change Order # : 0023

Date: 03/16/2005

Submitted To

Rola Fadel
VLK Architects, Inc.
1161 Corporate Drive West
Suite 300
Arlington, Texas 76006

Submitted By

Rufo Reyes
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

Final RFCO recognizing savings generated during construction.

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Owner's Betterment							
Keller ISD:	1						(130,051.47)
Construction Contingency							
SFI:	1						(118,940.40)
SUBTOTAL				0.00	0.00	0.00	(248,991.87)
SUBTOTAL A,B,C,D *							(248,991.87)
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

Overhead Fee	0.00%					0.00	
Construction Contingency	0.00%					0.00	
Owner's Betterment	0.00%					0.00	
Liability Insurance	0.00%					0.00	
Builders Risk Insurance	0.00%					0.00	
Construction Manager's Fee	0.00%					0.00	
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee							0.00
TOTAL CHANGE ORDER AMOUNT							(248,991.87)

The Contract Time will be (unchanged) by (0) days.

SUBMITTED BY:


Rufo Reyes, Project Manager

CHANGE ORDER

AIA DOCUMENT G701-2000

Change Order

- Owner
- Architect
- Contractor
- Field
- Other

Project: **KISD - Woodland Springs Elementary**

Change Order No: **VLK-1**

Contractor:
Steele-Freeman Inc.
 1301 Lawson Road
 Ft. Worth, TX 76131

Date: **03/30/2005**

Architect's Project No: **2306.00**

Contract Date: **05/12/2003**

Contract For: **A New Elementary School**



4-1-05

The Contract is changed as follows:

Line #	Description	Amount
1	Credit Final Balance in Owner's Betterment Allowance	-190,245
2	Credit Final Balance in Construction Cont. Allowance	-222,043
TOTAL		\$-412,288

The original (~~Contract Sum~~) (Guaranteed Maximum Price) was: \$11,029,061
 Net change by previously authorized Change Orders: \$0
 The (~~Contract Sum~~) (Guaranteed Maximum Price) prior to this Change Order was: \$11,029,061
 The (~~Contract Sum~~) (Guaranteed Maximum Price) will be (~~increased~~) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of: **\$-412,288**
 The new (~~Contract Sum~~) (Guaranteed Maximum Price) including this Change Order will be: \$10,616,773

The Contract Time will be (~~increased~~) (~~decreased~~) (~~unchanged~~) by: **(0) days**
 The date of Substantial Completion as of the date of this Change Order therefore is: **07/14/04**

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.

Not valid until signed by the Owner, Architect and Contractor.

ARCHITECT:
VLK Architects
 1161 Corporate Drive West
 Suite 300
 Arlington, TX 76006

CONTRACTOR:
Steele-Freeman Inc.
 1301 Lawson Road
 Ft. Worth, TX 76131

OWNER:
Keller ISD
 350 Keller Parkway
 Keller, TX 76248

By: *Rola Fadel*
 Date: **03/30/2005**

By: *[Signature]*
 Date: **4/6/05**

By:
 Date:

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***Comments:**

- Line 1: -
- Line 2: -

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Any singular reference to Contractor, Principal, Surety, Owner or other party shall be considered plural where applicable.

PROJECT: Keller Independent School District
Elementary School #4 located in the
Woodland Springs Development

(Insert name, contract designation, contract number)

TO: (Owner) Keller Independent School District
Keller, TX

(Insert Owner name and address)

CONTRACTOR: Steele-Freeman, Inc.

1301 Lawson Road, Fort Worth, TX 76131
(Insert Contractor name and address)

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
Federal Insurance Company
2001 Bryan Street, Dallas, TX 75201-3068 SURETY COMPANY,
(Insert Surety Company name and address)

on bond of Steele-Freeman, Inc.
1301 Lawson Road, Fort Worth, TX 76131 CONTRACTOR,
(Insert Contractor name and address)

after a careful examination of the books and records of said Contractor or after receipt of an affidavit from Contractor, which examination or affidavit from Contractor, which examination or affidavit satisfies this Company that all claims for labor and materials have been satisfactorily settled, hereby approves of the final payment to the said Steele-Freeman, Inc. CONTRACTOR,

and by these presents witnesseth that payment to the Contractor of the final estimates shall not relieve the Surety Company of any of its obligations to Keller Independent School District OWNER, as set forth in the said Surety Company's Bonds.

IN WITNESS WHEREOF, the said Surety Company has hereunto set its hand and seal this 18 day of March, 2005.

ATTEST:

Federal Insurance Company
2001 Bryan Street, Dallas, TX 75201-3068
(Surety name and address)

(SEAL)

By: Rosemary Weaver
(Signature) Surety
Rosemary Weaver / Attorney-in-fact



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Rosemary Weaver, D. Gregory Stitts, Jeff McIntosh, Stanley C. Horton and Christine Davis of Dallas, Texas**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **27th** day of **October, 2003**

Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

T. W. Cavanaugh

T. W. Cavanaugh, Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this **29th** day of **October, 2003** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with T. W. Cavanaugh, and knows him to be Vice President of said Companies; and that the signature of T. W. Cavanaugh, subscribed to said Power of Attorney is in the genuine handwriting of T. W. Cavanaugh, and was thereto subscribed by authority of said By-Laws and in deponent's presence.



MARIA D. SCARDIGNO
Notary Public State of New Jersey
No. 2229781
Commission Expires Sept. 25, 2004

Maria D. Scardigno

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **18** day of **March, 2005**



Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY

Telephone (908) 903-3497

Fax (908) 903-3656

e-mail: surety@chubb.com

Summary of Final Costs
Woodland Springs Elementary School
March 17, 2005

Final Accounting

Original Guaranteed Maximum Price	11,029,061.00
Change Order No. - n/a	0.00
Change Order No. - n/a	0.00
Change Order No. - n/a	0.00
Guaranteed Maximum Price with All Approved Change Orders	11,029,061.00
Guaranteed Maximum Price with All Approved Change Orders	11,029,061.00
Less Final Total Cost of Construction	(10,616,773.06)
Remaining Balance in GMP (Final Credit Change Order)	412,287.94 *

Final Change Order

Credit Final Balance in Owner's Betterment Allowance	(190,245.24)
Credit Final Balance in Construction Contingency Allowance	(222,042.70)
Change Order No. 1 - Recognize Savings to Closeout Contract	(412,287.94) *

Final Payment

Final Total Cost of Construction	10,616,773.06
Less Payments Received to Date	(10,510,491.26)
Final Payment Owed to Steele & Freeman, Inc.	106,281.80 *

*Reference Application and Certification for Payment No. 15 Revised dated March 8, 2005 for a complete itemized listing of all construction expenses.



Steele & Freeman, Inc.

Construction Managers
1301 Lawson Road
Fort Worth, Texas
Ph.: 817-232-4742 Fax: 817-232-9113

Request for Change Order

SFI Office Use Only:

PE _____ P _____

Project:

Woodland Springs Elementary School
SFI Job No.: 3606-6
12121 Woodland Springs Drive
Fort Worth, Texas 76248

Request for Change Order # : 031

Date: 03/16/2005

Submitted To

Rola Fadel
VLK Architects, Inc.
1161 Corporate Drive West
Suite 300
Arlington, Texas 76006

Submitted By

Brad D. Ramsey
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

Subject

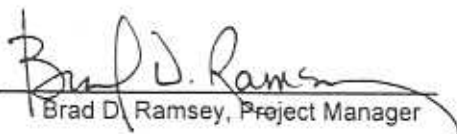
Final RFCO recognizing savings generated during construction.

Cost Impact	Qty	Unit	Rate	Labor (A)	Material (B)	Equip (C)	Sub (D)
Owner's Betterment							
Keller ISD:	1						(190,245.24)
Construction Contingency							
SFI:	1						(222,042.70)
SUBTOTAL				0.00	0.00	0.00	(412,287.94)
SUBTOTAL A,B,C,D *							(412,287.94)
* Amount to Credit/Deduct against Owner's Betterment, if allowable							

Overhead Fee	0.00%					0.00	
Construction Contingency	0.00%					0.00	
Owner's Betterment	0.00%					0.00	
Liability Insurance	0.00%					0.00	
Builders Risk Insurance	0.00%					0.00	
Construction Manager's Fee	0.00%					0.00	
SUBTOTAL Owner Protective Ins., Liability & Builders Risk Insurance, CM Fee							0.00
TOTAL CHANGE ORDER AMOUNT							(412,287.94)

The Contract Time will be (unchanged) by (0) days.

SUBMITTED BY:


Brad D. Ramsey, Project Manager