



# AIA<sup>®</sup> Document A121<sup>™</sup>CMc – 2003

## Amendment No. 1

### AMENDMENT NO. 1

#### TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

Pursuant to Section 2.2 of the Agreement, dated June 22, 2006 between Keller Independent School District (Owner) and Steele & Freeman, Inc. (the Construction Manager), for Elementary School #19 (the Project), the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

#### ARTICLE I GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is Eleven Million Eight Hundred Thousand Dollars and Zero Cents (\$11,800,000.00). This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through F, as follows:

- Exhibit A Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based, pages 1 through 6, dated 10/23/2006.
- Exhibit B Allowance items, pages 1 through 1, dated 10/23/2006.
- Exhibit C Assumptions and Clarifications made in preparing the Guaranteed Maximum Price, pages 1 through 1, dated 10/23/2006.
- Exhibit D Completion Schedule, pages 1 through 1, dated 10/23/2006.
- Exhibit E Alternate Prices, pages 1 through 1, dated 10/23/2006.
- Exhibit F Unit Prices, pages 1 through 1, dated 10/23/2006.
- Exhibit G Guaranteed Maximum Price, pages 1 through 1, dated 10/23/2006.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**ARTICLE II CONTRACT TIME**

The date of Substantial Completion established by this Amendment is: September 1, 2007, provided Notice to Proceed and Building Permit is issued by November 1, 2006.

**OWNER**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**ATTEST**

**CONSTRUCTION MANAGER**

\_\_\_\_\_  
*(Signature)*

Michael D. Freeman, President

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**Date 10-23-2006**

\_\_\_\_\_  
**ATTEST**

Dena Rowland

# Additions and Deletions Report for AIA<sup>®</sup> Document A121<sup>™</sup>CMc – 2003 Amendment No. 1

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:44:05 on 10/17/2006.

## PAGE 1

Pursuant to Section 2.2 of the Agreement, dated June 22, 2006 between Keller Independent School District (Owner) and Steele & Freeman, Inc. (the Construction Manager), for Elementary School #19 (the Project), the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

...

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is ~~(Eleven Million Eight Hundred Thousand Dollars and Zero Cents (\$11,800,000.00))~~. This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through F, as follows:

...

Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based, pages 1 through 6, dated 10/23/2006.

...

Exhibit B Allowance items, pages 1 through 1, dated 10/23/2006.

...

Guaranteed Maximum Price, pages 1 through 1, dated 10/23/2006.

...

Exhibit D Completion Schedule, pages 1 through 1, dated 10/23/2006.

...

Exhibit E Alternate Prices, pages 1 through 1, dated 10/23/2006.

...

Exhibit F Unit Prices, pages 1 through 1, dated 10/23/2006.

Exhibit G Guaranteed Maximum Price, pages 1 through 1, dated 10/23/2006.

## PAGE 2

The date of Substantial Completion established by this Amendment is: September 1, 2007, provided Notice to Proceed and Building Permit is issued by November 1, 2006.

...

\_\_\_\_\_

Michael D. Freeman, President

...

**Date**

Date 10-23-2006

...

\_\_\_\_\_

Dena Rowland

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:44:05 on 10/17/2006 under Order No. 1000204415\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A121™CMc – 2003 Amendment No. 1 - AMENDMENT NO. 1 TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*