

 **AIA** Document A145™ – 2015 Exhibit A
Design-Build Amendment

This Amendment is incorporated into the accompanying A145™–2015, Standard Form of Agreement Between Owner and Design-Builder for a One or Two Family Residential Project dated the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

The Owner and Design-Builder hereby amend the Agreement as follows.

ARTICLE A.1 CONTRACT SUM AND PAYMENT

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum, in current funds, for the Design-Builder's performance of the Contract subject to additions and deductions as provided in the Design-Build Documents. The Contract Sum shall be the following and shall not include Compensation for performance of the Work prior to execution of this Amendment:

(Insert a stipulated sum or other provision for determining the Contract Sum.)

§ A.1.2 Reimbursable Expenses are in addition to the Contract Sum set forth in Section A.1.1 and include expenses incurred by the Design-Builder, and the Design-Builder's consultants and contractors, directly related to the Project, as follows:

(List potential reimbursable expenses.)

For Reimbursable Expenses, the compensation shall be the expenses incurred by the Design-Builder and the Design-Builder's consultants and contractors, plus a fee of _____ percent (___%) of the expenses incurred.

§ A.1.3 Payment shall be made by the Owner in accordance with Article 9 of the Agreement. The period covered by each Application for Payment shall be as follows:

(Insert the period covered by each Application for Payment such as monthly, quarterly, milestone, completion, etc.)

ARTICLE A.2 CONTRACT TIME

§ A.2.1 As set forth in Section 1.3 of the Agreement, the Contract Time is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall commence the Construction Phase and achieve Substantial Completion of the Work as follows:

(Insert the calendar date for Commencement of the Construction Phase and Substantial Completion. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Date of Commencement of Construction Phase:

Date of Substantial Completion:

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

FEDERAL, STATE AND LOCAL LAW MAY IMPOSE REQUIREMENTS ON CONTRACTS FOR RESIDENTIAL CONSTRUCTION. THE REQUIREMENTS FOR SINGLE FAMILY AND TWO FAMILY PROJECTS MAY BE DIFFERENT. THE OWNER SHOULD CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS AGREEMENT.

, subject to adjustments of this Contract Time as provided in the Design-Build Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH THIS AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Number	Title	Date
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§ A.3.1.2 Owner's selections:

(Either list the Owner's selections of specific products and materials here or refer to an exhibit attached to this Amendment.)

Title	Date	Pages
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§ A.3.1.3 Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Title	Date	Pages
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§ A.3.1.4 Allowances:

(Identify any agreed upon allowances, including a statement of their basis. Unless otherwise provided, allowance amounts do not include the costs for delivery and unloading at the Project site, labor, installation, overhead and profit, or similar costs.)

§ A.3.1.5 Design-Builder's assumptions, exclusions and clarifications:

§ A.3.1.6 The Owner's Criteria as set forth in Section 4.1 of the Agreement including any Modifications agreed to by the Owner and any deviations from the Owner's Criteria noted below:

§ A.3.2 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS, AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

(List name, discipline, address and other information.)

This Amendment to the Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

DESIGN-BUILDER *(Signature)*

(Printed name, title and address)

(Printed name, title and address)

LICENSE NO.:
JURISDICTION: