STATE OF NEW JERSEY
SCHOOLS DEVELOPMENT AUTHORITY

WRITTEN AMENDMENT TO AGREEMENT BETWEEN THE NJSDA AND THE DESIGN CONSULTANT

NJSDA 301

Date: _____ **Amendment No.:** _____

Contract No.: _____ **School Name:** _____

PMF/CM: _____ **PMF/CM PM** _____

This Written Amendment modifies and supplements the Agreement between New Jersey Schools Development Authority (herein called "**Authority**"):

and **Design Consultant Name:** _____

Design Consultant Address: _____

_____

_____

(herein called "**Consultant**"):

and other provisions of the Contract Documents between the herein named parties, as indicated. All provisions, which are not so modified and supplemented, remain in full force in the Agreement.

Numbers and titles used in this Written Amendment correspond with numbers and titles in the Agreement.

Cause/Reason:			
District Request		**If Yes, Is Cost Eligible?**	
Y	**N**	**Y**	**N**
☐	☐	☐	☐

☐ **Owner Initiated Change** ☐ **Differing Site Conditions** ☐ **GC Error**

School Name _____

WRITTEN AMENDMENT TO AGREEMENT BETWEEN THE NJSDA AND THE DESIGN CONSULTANT

Description of Change:

Additional Documents Attached:

Contract #: _____

School Name _____

Amendment #: _____

WRITTEN AMENDMENT TO AGREEMENT
BETWEEN THE NJSDA AND THE DESIGN CONSULTANT

Justification/Contract Verification:

Amount of Change: _____ ***(Enter amount without dollar sign)***

Project: _____

	Basic Services	Additional Services	Reimbursable	Total
Original Sum				
Net Prior Changes				
Current Change				
Revised Sum				

Contract #: _____

School Name _____

Amendment #: _____

WRITTEN AMENDMENT TO AGREEMENT
BETWEEN THE NJSDA AND THE DESIGN CONSULTANT

NJSDA 301

It is agreed to by the parties that the above Written Amendment to the Agreement shall be, and hereby is, made a part of the Agreement by and between the Authority and the Consultant.

Approvals:

Design Consultant: ☐ Accepted ☐ Not Accepted

Signature _____ Date _____ Print Name _____

DESIGN CONSULTANT'S RELEASE OF CLAIMS AND WAIVER: By executing this Amendment, the Design Consultant acknowledges that this Amendment constitutes full and final compensation for the Services described in this Amendment and any other Services affected by the Services described herein (collectively, the "Amendment Services"). Upon receipt of payment for the Amendment Services, the Design Consultant hereby releases the New Jersey Schools Development Authority and the State of New Jersey from any and all claims, requests for compensation and demands of every kind under the Design Consultant Agreement for or relating to the Amendment Services, including, but not limited to: (1) claims for additional compensation for any services, labor, materials, overhead, or profit for or relating to the Amendment Services, and (2) claims for additional compensation or other relief related to any Project delays or time-related impacts on the Project schedule or the Design Consultant's planned manning of the Project arising from events and circumstances occurring up to and through the date of this Amendment. By executing this Amendment, the Design Consultant expressly waives any right under the Design Services Agreement to pursue any further claim related to the Amendment Services.

PMF/CM: ☐ Accepted ☐ Not Accepted

Signature _____ Date _____ Print Name _____

Reviewed by Program Officer-Controls and **Verified within** Project Charter Budget ☐

Reviewed by Program Officer-Controls and **Exceeds** Project Charter Budget ☐ *(Attach revised Project Charter)*

Signature _____ Date _____ Print Name _____

Recommended and/or Approved by (In Accordance with NJSDA Operating Authority):

Level 1

Signature _____

Printed Name _____ Date _____

Level 2

Signature _____

Printed Name _____ Date _____

Level 3

Signature _____

Printed Name _____ Date _____

Level 4

Signature _____

Printed Name _____ Date _____

Level 5

Signature _____

Printed Name _____ Date _____

Contract # : _____

School Name _____ Reset Print Amendment #: _____