

**OREGON INSTITUTE OF TECHNOLOGY
AMENDMENT __, GMP AMENDMENT TO CONTRACT**

THIS GMP AMENDMENT IS BETWEEN:

OWNER: **Oregon Institute of Technology**

And

**CONSTRUCTION MANAGER/
GENERAL CONTRACTOR (“the CM/GC”):**

The Project is:

Date of Original CM/GC Contract:

Date of this Amendment:

This GMP Amendment hereby amends the Contract between the Owner and CM/GC as set forth below. Capitalized terms not otherwise used herein shall have the meanings given in the Contract.

1. WORK ADDED BY THIS GMP AMENDMENT

In accordance with Article 3.2 of the Contract, the Owner and the CM/GC hereby agree that the CM/GC shall perform the Contract Work generally described below and more specifically described in Exhibit A and the Construction Documents listed in Exhibit A, which is by this reference incorporated herein.

Contract Work: Construction Services for the balance of the xxxxx project, including, but not limited to xxxxxxxx.

2. PRICE OF WORK ADDED BY THIS GMP AMENDMENT

The maximum price for the Work added by this GMP Amendment and described in the GMP Supporting Documents listed in Exhibit A is shown below and consists of the following elements which are specifically described in Paragraph 3. The maximum price for the Work added by this GMP Amendment is more specifically detailed in the cost breakdown shown in Exhibit A.

(a) Estimated Cost of Work added by this GMP Amendment	\$ <u>xx,xxx,xxx.00</u>
(b) Maximum not-to-exceed Costs for General Conditions Work added by this GMP Amendment	\$ <u>x,xxx,xxx.00</u>
(c) CM/GC Fee for Work added by this GMP Amendment (x.xx% of the sum of 2(a) plus 2(b))	\$ <u>xxx,xxx.00</u>
(d) Maximum Price of Work added by this GMP Amendment	\$ <u>xx,xxx,xxx.00</u>

3. COST ELEMENTS OF THE PRICE OF WORK ADDED BY THIS GMP AMENDMENT

This maximum price for Work added by this GMP Amendment includes the following elements:

- (a) the estimated Cost of the Work stated in Paragraph 2(a) (which includes the CM/GC's Contingency), as CM/GC will be paid for performance of this Work in accordance with the payment provisions set forth in Section E of the General Conditions. The CM/GC will be compensated for performance of the Work added by this GMP Amendment on a cost reimbursement basis, but in no event shall CM/GC receive more than the maximum amount stated in Paragraph 2(a) for completing the Work under this GMP Amendment.
- (b) the maximum not-to-exceed Costs for General Conditions Work attributable to the Work added by this GMP Amendment stated in Paragraph 2(b). The CM/GC will be paid the actual cost for General Conditions Work added by this GMP Amendment on a cost reimbursement basis, beginning with the first progress billing after commencement of the scheduled Construction Phase, but in no event will the CM/GC receive more than the maximum not-to-exceed amounts stated in Paragraph 2(b) for completing the work added by this GMP Amendment.
- (c) the CM/GC Fee amount stated in Paragraph 2(c) which is an amount based on the estimated Cost of the Work stated in Paragraph 2(a) plus the General Conditions Work amount stated in Paragraph 2(b). The CM/GC Fee will be determined by multiplying the CM/GC Fee percentage (x.xx%) times the actual cost of the Work added by this GMP Amendment (including, the CM/GC's Contingency) plus the actual Costs for General Conditions Work. The CM/GC Fee will be paid to CM/GC ratably with each application for payment based on the actual Cost of the Work invoiced during the performance

of the Work beginning with the first progress billing after commencement of the scheduled Work added by this GMP Amendment. Notwithstanding the foregoing, the total CM/GC Fee to be paid at completion of the Project for all Work performed under all Early Work Amendments and this GMP Amendment will be based on the estimated Cost of the Work (including the CM/GC's Contingency) plus the maximum Costs for General Conditions Work, as provided in Article 6.3 of the Contract and as summarized in Paragraph 5 of this GMP Amendment.

4. BONDING

As required by Section G of the General Conditions, the CM/GC shall increase the amount of the performance and payment bonds previously provided in connection with this Contract, or provide to Owner additional performance and payment bonds prior to supplying any labor or materials for prosecution of the Work under this GMP Amendment. The amount of such increase of each existing bond, or the amount of each new bond, shall equal or exceed the maximum price for the Work added by this GMP Amendment stated in Paragraph 2(d).

5. GMP

The parties agree that the GMP for the Project is \$xx,xxx,xxx.00, consisting of the Preconstruction Fee, the estimated Cost of the Work, the maximum not-to-exceed Costs for General Conditions Work, and the CM/GC Fee (stated as a fixed dollar lump sum amount), as follows:

Preconstruction Fee:	\$ <u>xx,xxx.00</u>
Estimated Cost of Work (ECOW):	\$ <u>xx,xxx,xxx.00</u>
Maximum Costs for General Conditions Work	\$ <u>x,xxx,xxx.00</u>
CM/GC Fee for the Project):	\$ <u>x,xxx,xxx.00</u>
GMP (Total of above categories):	\$ <u>xx,xxx,xxx.00</u>

For purposes of determining the CM/GC Fee for the entire Project, the sum of the estimated Cost of the Work (which includes the CM/GC's Contingency) plus the total Costs for General Conditions Work is multiplied by the CM/GC Fee percentage of x.xx% which results in the totals stated above.

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Totals (Original Contract Amount and Amendments [NUMBERS])

	Preconstruction Fee	ECOW	Maximum Costs for GC Work	CM/GC Fee	Totals
Contract	\$ xx,xxx	\$	\$	\$	\$ xx,xxx
Amend 1 (First Early Work Amend)	\$	\$ x,xxx,xxx	\$xxx,xxx	\$xx,xxx	\$ x,xxx,xxx
Amend 3 (GMP Amendment)	\$	\$xx,xxx,xxx	\$x,xxx,xxx	\$xxx,xxx	\$xx,xxx,xxx
Totals	\$ xx,xxx	\$xx,xxx,xxx	\$x,xxx,xxx	\$x,xxx,xxx	GMP = \$xx,xxx,xxx

6. BASIS OF GMP FOR THE PROJECT

The GMP for the Project is based on the GMP Supporting Documents listed in Exhibit A, including the allowances, assumptions, exclusions, unit prices, and alternates designated therein.

7. PLANS AND SPECIFICATIONS

The Plans and Specifications for the Project are as identified in the GMP Supporting Documents. CM/GC shall perform Construction Phase Services in accordance with the Plans and Specifications and the other Contract Documents.

8. SUBSTANTIAL AND FINAL COMPLETION DATE

Notwithstanding any provision in the Contract Documents or GMP Supporting Documents to the contrary, the required date for Substantial Completion of the Work shall be xx/xx/xxxx and the required date for Final Completion of the Work shall be xx/xx/xxxx.

9. REMAINING PROVISIONS

Except as amended herein, all provisions of the CM/GC Contract shall remain in full force and effect.

THIS AMENDMENT is executed in two original copies of which one is to be delivered to the CM/GC, and the remainder to Owner.

CM/GC:

Name of Firm: xxxx.

Address: xxxxx

xxxxx

CM/GC's Federal I.D. #: _____

Construction Contractor's Board Registration No.: xxxxxx

Signature of Authorized Representative of CM/GC

Title _____

Date _____

OWNER:

Signature of Owner's Authorized Representative

Title _____

Date _____