

**AMENDMENT [NUMBER]
EARLY WORK AMENDMENT
TO
OREGON INSTITUTE OF TECHNOLOGY
CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) CONTRACT
[PROJECT NAME]
CONTRACT NUMBER [NUMBER]**

THIS AMENDMENT NUMBER [NUMBER], Early Work Amendment shall become effective upon execution by all parties. The **[DATE OF CONTRACT]**, CM/GC Contract for the **[PROJECT NAME]** project, at the Oregon Institute of Technology, Klamath Falls, Oregon campus, between:

The Owner: Oregon Institute of Technology

And the CM/GC: **[NAME]**

is hereby amended as follows:

1. EARLY WORK

In accordance with Article 3.2 of the CM/GC Contract, which authorizes the CM/GC to perform Construction Phase Services in advance of the execution of a GMP Amendment if an Early Work Amendment is executed, Owner and the CM/GC hereby agree that the CM/GC shall perform the Early Work generally described below and more specifically described in the **[DOCUMENT]** packet **[(sitework, superstructure, exterior skin, roofing, interior construction, conveying, special construction, fire protection, mechanical, and electrical)]** dated **[DATE]** (“Construction Documents”), including the Early Work Plans and Specifications identified in Exhibit 1. This Early Work consists generally of the following:

[DESCRIPTION OF WORK].

The CM/GC shall not be authorized or required to execute any other Work under the CM/GC Contract by virtue of this Amendment.

Owner does not, by execution of this Amendment, bind itself to specific rates for use in future Amendments, including hourly rates charged for CM/GC’s project management personnel or stated rental rates, but reserves the right for future negotiation of those rates.

2. EARLY WORK PRICE

The maximum not to exceed price for the Early Work, “**Early Work Price**” described in the Construction Documents described on Exhibit 1, Attachment 1, dated **[DATE]**, **[including the Plans issued by [NAME] dated [DATE], specifications prepared dated [DATE], and report prepared by [NAME], dated [DATE], is \$[AMOUNT]]**. The cost breakdown for the Early Work Price (including maximum not-to-exceed costs for General Conditions Work), is shown in Exhibit 1, and the maximum not-to-exceed costs for only the General Conditions Work

attributable to the Early Work, is shown in Exhibit 1. The Early Work Price will be comprised of the following:

- a) The actual cost for performance of the Early Work (including CM/GC contingency and Subguard), which shall not exceed the maximum amount of \$[AMOUNT]. Performance of the Early Work by CM/GC will be compensated on a cost reimbursement basis, subject to the maximum not-to-exceed cost of the Work stated in this subparagraph 2.a), in accordance with the payment provisions set forth in Section E of the Oregon Institute of Technology General Conditions. CM/GC agrees to complete the Early Work within the Early Work Price.
- b) The actual cost for General Conditions Work attributable to the Early Work which shall not exceed the maximum not-to-exceed amount of \$[AMOUNT]. The actual cost for General Conditions Work attributable to the Early Work shall be paid to CM/GC on a reimbursable basis, beginning with the first progress billing after commencement of the scheduled Early Work Construction Phase.
- c) CM/GC Fee (at [PERCENTAGE]%) associated with the Early Work in the maximum amount of \$[AMOUNT]. This maximum CM/GC Fee amount is estimated based on the maximum not-to-exceed cost of the Early Work Price stated in paragraph 2.a) above, plus the maximum not-to-exceed cost for General Conditions Work stated in paragraph 2.b) above. The actual CM/GC Fee will be determined based on the actual cost of the Early Work including the actual cost of the General Conditions Work and will be paid to CM/GC with each application for payment during the performance of the Early Work beginning with the first progress billing after commencement of the scheduled Early Work Construction Phase in accordance with Section 6.3.1 of the CM/GC Contract.

3. 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 to provide the Owner additional performance and payment bonds prior to supply any labor or materials for Work under this Early Work 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 with Work added by this Early Work Amendment stated in Paragraph 2 above.

4. CURRENT TOTAL CONTRACT AMOUNT

The Current Total CM/GC Contract Amount is comprised of a maximum Preconstruction Fee, the sum of all previous Early Work Amendments, and the maximum not to exceed Early Work Price under this Amendment No. [NUMBER], all as shown below:

- | | |
|--|------------|
| (a) Preconstruction Fee (maximum not to exceed amount) | \$[AMOUNT] |
| (b) Maximum NTE Price of EWA #[NUMBER] | \$[AMOUNT] |
| (c) Maximum NTE Price of EWA #[NUMBER] | \$[AMOUNT] |
| (d) Maximum NTE Price of EWA #[NUMBER] | \$[AMOUNT] |

(d) Maximum NTE Price of this Amendment	<u>\$[AMOUNT]</u>
(d) Current Total CM/GC Contract Amount	<u>\$[AMOUNT]</u>

5. OWNER'S AUTHORIZED REPRESENTATIVE

[The Owner's Authorized Representative is hereby changed to: [NAME].]

6. REMAINING PROVISIONS

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

THIS CONTRACT 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: [NAME]

Address: [ADDRESS]

CM/GC's Federal Tax I.D. #: [ID NUMBER]

Construction Contractor's Board Registration No.: [NUMBER]

Signature of Authorized Representative of
[NAME]

Title_____

Date_____

Signature of Authorized Representative of
[NAME]

Title_____

Date_____

OWNER:

Oregon Institute of Technology

By: _____

Title: _____

Date: _____