



Office of Management & Enterprise Services ■ Capital Assets Management ■ Construction and Properties

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

AMENDMENT made as of the ____ day of ____ in the year 20 ____.

BETWEEN THE OWNER:

State of Oklahoma
OMES/CAM/CAP
P.O. Box 53448
Oklahoma City, OK 73152-3448
cap@omes.ok.gov

PROJECT:

(CAP Project Number) (Purchase Order Number)

(CAP Project Name)

(Address/Location)

ON BEHALF OF THE USING AGENCY:

(Using Agency Name)

AND THE CONSTRUCTION MANAGER:

(Company Name) (City, State ZIP)

(Address) (Email) (Telephone Number)

By execution of all parties, this Amendment is hereby incorporated into the Agreement dated ____.

ARTICLE 1: Guaranteed Maximum Price.

1.1 Pursuant to Section 2.2 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 5 of the Agreement.

1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **[Amount in Words]** Dollars (____), subject to additions and deductions by Change Order as provided in the Contract Documents.

1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 2.2 of the Agreement.

1.1.3 The Construction Manager's Fee is set forth in Section 5.1 of the Agreement or as follows: **[Percentage in Words]** Percent (____).

1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 5.3 of the Agreement.

1.1.5 Alternates, Options and Unit Prices.

a. Alternates, if any, included in the Guaranteed Maximum Price:

Item _____ Price _____
None.

b. Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit. Upon acceptance, the Owner shall issue a Modification to the Agreement.

Item _____ Price _____ Conditions of Acceptance _____
None.

c. Options, if any, included in the Guaranteed Maximum Price:

Item _____ Price _____
None.

d. Subject to the conditions noted below, the following options may be accepted by the Owner following execution of this Exhibit. Upon acceptance, the Owner shall issue a Modification to the Agreement.

Item _____ Price _____ Conditions of Acceptance _____
None.

e. Unit Prices, if any:

Item _____ Units and Limitations _____ Price per Unit (\$0.00) _____
None.

ARTICLE 2: Date of Substantial Commencement and Substantial Completion.

2.1 The date of commencement of the Work shall be:

the date of execution of this Amendment; or

established as follows: **[Insert a date or a means to determine the date of commencement of the Work]**

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

2.3 Substantial Completion.

2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

not later than **[Days in words]** (____) days; or

by the following date: **[Insert date]**

2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of the Work	Substantial Completion Date
None.	

2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in the Agreement.

ARTICLE 3: Information Upon Which Amendment is Based.

3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None.			

3.1.2 The following Specifications:

Section	Title	Date	Pages
None.			

3.1.3 The following Drawings:

Sheet	Title	Date
None.		

3.1.4 The Sustainability Plan, if any:

Title	Date	Pages
None.		

Other identifying information: **NA**

3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

Item	Price
None.	

3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

None.

3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

None.

ARTICLE 4: Construction Manager's Consultants, Contractors, Design Professionals and Suppliers.

4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

None.

This agreement is entered into as of the day and year first written above.

OWNER:

State of Oklahoma
Office of Management and Enterprise Services
Capital Assets Management
Construction and Properties

USING AGENCY:

The Using Agency certifies that funds are available and dedicated to completing the contract sums stated in this Contract. The Using Agency agrees to pay all project related costs including but not limited to work related to unknown site conditions, remediation of discovered environmental conditions, legal expenses, judgments and any reasonable project related expense.

(Owner Signature) (Date Signed)

(Authorized Representative Signature) (Date Signed)

(Owner Printed Name)

(Authorized Representative Printed Name)

(Owner Printed Title)

(Authorized Representative Printed Title)

CONSTRUCTION MANAGER:

Exhibits/Attachments list:

(Authorized Representative Signature) (Date Signed)

1.

(Authorized Representative Printed Name)

(Authorized Representative Printed Title)

(EIN/TIN number)