



AMENDMENT

Exhibit A (or A# for multiple amendments) **Exhibit A**

Date	Between the owner: State of Oklahoma OMES CAM CAP P.O. Box 53448 Oklahoma City, OK 73152-3448	On behalf of the using agency:
CAP website ServiceNow Catalog		

And the Construction Manager:

Company name	Email
Address	Phone

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

PROJECT

CAP project number	Project name
Purchase order number	Location address

ARTICLES

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 _____ 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.

1.1.2.1 The Construction Manager’s Fee is set forth in Section 5.1 of the Agreement or as follows: _____.

1.1.2.2 The method of adjustment of the Construction Manager’s Fee for changes in the Work set forth in Section 5.3 of the Agreement.

1.1.2.3 Alternates, Options and Unit Prices.

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

Item	Price

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

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

Item	Price

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

e. Unit Prices, if any:

Item	Units and Limitations	Price per unit

Article 2: Date of Substantial Commencement and Substantial Completion.

2.1 The date of commencement of the Work shall be one of the following:

The date of execution of this Agreement.

Established as [date or milestone to determine date of commencement]: _____

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 by one of the following:

Not later than (_____) _____ days.

By the following 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 stated below by the following dates:

Portion of the Work	Substantial Completion Date

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

3.1.2 The following Specifications:

Section	Title	Date	Pages

3.1.3 The following Drawings:

Sheet	Title	Date	Pages

3.1.4 The Sustainability Plan, if any:

Title	Date	Pages

Other identifying information:

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

Item	Price

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

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

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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:

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This agreement is entered into as of the date first written on Page 1.

OWNER SIGNATURE

State of Oklahoma OMES CAM CAP

Owner name

Owner title

Owner signature

Date

USING AGENCY SIGNATURE

The Using Agency certifies that funds are available and dedicated to the completion of 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.

The undersigned Using Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Agreement shall be provided to the Construction Manager and Owner.

Authorized representative name

Authorized representative title

Authorized representative signature

Date

CONSTRUCTION MANAGER SIGNATURE

Authorized representative name

Authorized representative title

Authorized representative signature

Date

EIN/TIN

ATTACHMENTS INCORPORATED INTO THIS EXHIBIT (LIST ALL THAT APPLY)

1.

2.

3.

4.