

**GMP Amendment
Construction Manager at Risk
State of Ohio Standard Requirements
for Public Facility Construction**

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GMP Amendment No. N to the Construction Manager at Risk Agreement

When preparing this GMP Amendment for execution, revise the text above from "GMP Amendment No. N", where "N" is the sequential number of the GMP Amendment, and delete these notes.

The State of Ohio, acting by and through the University, and the Construction Manager (CM) enter into this Amendment as of the date set forth below to amend the Agreement they entered as of **<insert date of Agreement>** in connection with the Project known as:

- Project Number:** KSU-**<insert number>**
- Project Name:** **<insert name>**
- Owner ("University"):** Kent State University
- Contracting Authority:** Kent State University Office of the University Architect

- Construction Manager ("CM"):** **<insert name>**

ARTICLE 1 - CONTRACT SUM AND RELATED ITEMS FOR THIS AMENDMENT

1.1 The Contract Sum is **<insert amount dollars (\$0,000.00)>**, which is the sum of the estimated Cost of the Work, plus the CM's Contingency, plus the CM's Fee as follows:

1.1.1 The estimated Cost of the Work is **<insert amount dollars (\$0,000.00)>**, which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:

1.1.1.1 CM's Construction Stage Personnel Costs in the amount of **<insert amount dollars (\$0,000.00)>**, which amount shall not exceed **<insert CM's Construction Stage Personnel Costs cap from the Agreement dollars (\$0,000.00)>**;

1.1.1.2 General Conditions Costs in the amount of **<insert amount dollars (\$0,000.00)>**, which shall not exceed **<insert General Conditions Costs cap from the Agreement amount dollars (\$0,000.00)>**;

If the General Conditions Costs Cap has been increased, delete the language in the above Section 1.1.1.2 and replace it with the below language. If the General Conditions Costs Cap has NOT been increased, delete the below Section 1.1.1.2 and its subsections .1, .2, and .3.

1.1.1.2 General Conditions Costs in the amount of **<insert amount dollars (\$0,000.00)>**;

- .1 Before the date of this GMP Amendment, the General Conditions Cost cap was **<insert amount dollars (\$0,000.00) prior General Conditions Costs cap>**.
- .2 Through this GMP Amendment, the scope of the General Conditions Work has been increased as follows: **<insert text description of the increase of the scope of the General Conditions Work>**.
- .3 On account of the increase in the scope of the General Conditions Work, the General Conditions Costs cap is hereby changed to **<insert amount dollars (\$0,000.00) new General Conditions Costs cap>**.

1.1.1.3 all Work the CM proposes to provide through Subcontractors in the amount of **«insert amount dollars (\$0,000.00)»**;

1.1.1.4 all Self-Performed Work the CM proposes to provide directly or through a CM Affiliated Entity in the amount of **«insert amount dollars (\$0,000.00)»**, which amount does not include any costs accounted for under the CM’s Construction Stage Personnel Costs or General Conditions Costs.

1.1.2 The CM’s Contingency in the amount of **«insert amount dollars (\$0,000.00)»**, which shall not exceed **«insert CM Contingency percentage from the Agreement» percent (x%)** of the above-identified Cost of the Work.

1.1.2.1 Notwithstanding **Article 9** of the **General Conditions**, the Contingency Review Dates will be the dates on which the CM achieves the following activities identified in the **Construction Progress Schedule** attached as **GMP Exhibit E**:

- «insert activity number, activity name»
- «insert activity number, activity name»
- «insert activity number, activity name»

Delete Section 1.1.2.1 above completely if it is not applicable.

1.1.3 The CM’s Fee in the amount of **«insert amount dollars (\$0,000.00)»**, which shall not exceed **«insert CM Fee percentage from the Agreement» percent (x%)** of the sum of the above-identified Cost of the Work plus the above-identified CM’s Contingency.

1.2 Recap of Contract Sum and Related Items:

| Compensation Component Description (refer to complete description in the Section of this GMP Amendment referenced below) | Current Amount (before execution of this GMP Amendment) | Increase(Decrease) (amount added to or (deducted from) Current Amount) | Amended Amount (after execution of this GMP Amendment) |
|--|---|--|--|
| 1.1 Contract Sum | \$«insert amount» | \$«insert amount» | \$«insert amount» |
| 1.1.1 Estimated Cost of the Work | \$«insert amount» | \$«insert amount» | \$«insert amount» |
| 1.1.1.1 Personnel Costs | \$«insert amount» | \$«insert amount» | \$«insert amount» |
| 1.1.1.2 General Conditions Costs | \$«insert amount» | \$«insert amount» | \$«insert amount» |
| 1.1.1.3 Subcontracted Work | \$«insert amount» | \$«insert amount» | \$«insert amount» |
| 1.1.1.4 Self-Performed Work | \$«insert amount» | \$«insert amount» | \$«insert amount» |
| 1.1.2 CM’s Contingency | \$«insert amount» | \$«insert amount» | \$«insert amount» |
| 1.1.3 CM’s Fee | \$«insert amount» | \$«insert amount» | \$«insert amount» |

If this is the first GMP Amendment for the Project, the values in the Current Amount column must be \$0.00. If this is NOT the first GMP Amendment for the Project, the values in the Current Amount column must be the same as the values in the Amended Amount column on the last previously executed GMP Amendment. In either case, the values in the Increase(Decrease) column must match the values in Section 1.1 and subsequent sections, and the values in the Amended Amount must be the Current Amount plus the Increase(Decrease). The Preconstruction Services Amendment Form must be used to modify Preconstruction Services Compensation.

1.3 The penal sum of the CM’s Bonds shall equal 100 percent of the CM’s Total Compensation.

ARTICLE 2 - CONTRACT TIMES

2.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

| Construction Stage Milestone(s) to which Liquidated Damages apply | Contract Time | Projected Date (as of the date of this GMP Amendment) |
|--|--|---|
| «insert description of interim milestone – add more rows if necessary – delete if none» | «insert number of calendar days» days | «insert date» |
| Substantial Completion of all Work | «insert number of calendar days» days | «insert date» |
| Punch List Milestone(s) | See Contracting Definitions | |

2.1.1 The projected dates listed under “Projected Date (as of the date of this GMP Amendment)” are provided only for convenient reference during the consideration and negotiation of this GMP Amendment. The durations listed under “Contract Time” define the Contract Times and take precedence over the projected dates.

Each duration in the Contract Time column above must be calculated from the anticipated date of the Notice to Proceed for the Work covered by this GMP Amendment to the date that the milestone must be achieved. DO NOT insert durations calculated between interim milestones as this DOES NOT comply with the General Conditions.

ARTICLE 3 - LIST OF EXHIBITS

3.1 This Amendment is based upon the following documents:

3.1.1 Basis Documents attached as **GMP Exhibit A;**

(This exhibit includes the Design Intent Statement and a list, which identifies by number, title, and date, all of the Drawings, Specifications, and other documents, upon which the CM relied to prepare this Amendment.)

3.1.2 Assumptions and Clarifications attached as **GMP Exhibit B;**

(This exhibit includes a complete list of the assumptions and clarifications made by the CM in the preparation of this Amendment, which list is intended to clarify the information contained in the Basis Documents, but is not intended to otherwise modify the Contract.)

3.1.3 Project Estimate attached as **GMP Exhibit C;**

(This exhibit includes a detailed estimate of the Cost of the Work which (1) allocates the cost of each item of the Work to labor and materials/equipment organized by trade categories and (2) does not contain a lump-sum estimate for any item other than the CM’s Fee and the CM’s Contingency. This exhibit is informational only. It is included to provide a tool to evaluate, analyze, and discuss the proposed Contract Sum.)

3.1.4 Project Schedule attached as **GMP Exhibit D;**

3.1.5 Construction Progress Schedule attached as **GMP Exhibit E;**

3.1.6 Staffing Plan attached as **GMP Exhibit F;**

(This exhibit includes the CM’s detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the CM’s proposed project manager and proposed superintendent, including references, unless the CM previously submitted that information and the CM’s project manager and superintendent were approved.)

3.1.7 Subcontractor Work Scopes attached as **GMP Exhibit G;**

(This exhibit includes a detailed scope-of-Work description for each anticipated Subcontract.)

- 3.1.8 Scope of CM's Self-Performed Work** attached as **GMP Exhibit H**;
(This exhibit includes a detailed scope-of-Work description for all Self-Performed Work the CM proposes to provide itself or through a CM Affiliated Entity if the requirements in the Contract are met; otherwise this scope of Work will be performed by a Subcontractor.)
- 3.1.9 Schedule of Allowances** attached as **GMP Exhibit I** *(if applicable)*;
(This exhibit includes a complete list and detailed description of all Allowance Items with related measurement and payment terms.)
- 3.1.10 Schedule of Unit Prices** attached as **GMP Exhibit J** *(if applicable)*;
(This exhibit includes a complete list and detailed description of all Unit Price items with related measurement and payment terms.)
- 3.1.11 Schedule of Alternates** attached as **GMP Exhibit K** *(if applicable)*; and
(This exhibit includes a complete list and detailed description of all Alternates with related measurement and payment terms.)
- 3.1.12 Schedule of Incentives and Shared Savings** attached as **GMP Exhibit L** *(if applicable)*.
(This exhibit includes a detailed description of all performance incentives/bonuses applicable to the Work including related measurement/entitlement and payment terms.)



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SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this
 GMP Amendment No. N to the Construction Manager at Risk Agreement as of the date set forth below:

CONSTRUCTION MANAGER

«INSERT CM'S NAME»

Signature

Printed Name

Title

STATE OF OHIO, BY AND THROUGH THE UNIVERSITY

GENERAL COUNSEL
 Approval as to Legal Form for
 Kent State University

OWNER
KENT STATE UNIVERSITY

Signature

Douglas J. Kubinski

Printed Name

Associate University Counsel
 Office of the General Counsel

Title

Date

Signature

Mark M. Polatajko, Ph.D., CPA

Printed Name

Senior Vice President for
 Finance and Administration

Title

Date

END OF DOCUMENT