

**EXHIBIT A  
GMP AMENDMENT TO CM/GC CONTRACT**

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**THIS AMENDMENT IS BETWEEN:**

**AGENCY:** **Multnomah County**

**And**

**CONSTRUCTION MANAGER/  
GENERAL CONTRACTOR ("the CM/GC"): To Be Determined**

**The Project is:** **Broadway St: Willamette R (Broadway) Br  
Repair CM/GC Services**

**Date of Original CM/GC Contract:** **To Be Determined**

**Date of this Amendment:** **To Be Determined**

The Agency and the CM/GC hereby amend the Contract as set forth below. Capitalized terms used but not defined herein shall have the meanings given in the Contract Documents. Except as amended hereby, the CM/GC Contract remains in full force and effect.

1. **GMP** - The parties agree that the GMP for the Project is \$\_\_\_\_\_, consisting of the Pre-construction Costs, the Cost of the Work (stated as a dollar lump sum amount), the CM/GC Fee (stated as a fixed dollar lump sum amount), costs for applicable bonds and insurance, and an estimated Risk/Contingency amount, as follows:

<b>Pre-construction Costs</b>	<b>\$ _____</b>
<b>Cost of Work (COW):</b>	<b>\$ _____</b>
<b>CM/GC Fee (____% of COW):</b>	<b>\$ _____</b>
<b>Bonds and Insurance</b>	<b>\$ _____</b>
<b>Risk/Contingency (Not in COW)</b>	<b>\$ _____</b>
<b>GMP (Total of above categories):</b>	<b>\$ _____</b>

The Cost of the Work includes the risks allocated to the CM/GC and costs incurred by the CM/GC in the construction of the Project.

2. **Basis of GMP** - The GMP is based on the GMP Supporting Documents attached hereto as Exhibit "x". Payment for Risk/Contingency items, not allocated to the CM/GC as part of the Cost of the Work, shall be managed exclusively by the Agency, in accordance with the Risk Management Plan included in Exhibit "x".

3. **Plans and Specifications** - The Plans and Specifications for the Project are as listed in Exhibit "x". The CM/GC shall perform Construction Phase Services in accordance with the Plans and Specifications and the other Contract Documents.

4. **Contract Completion Date and Liquidated Damages** - Notwithstanding any provision in the GMP Supporting Documents to the contrary, the required date for completion of all Contract Work and Liquidated Damages for late completion are

4.1 *(Insert Contract Completion Date that has been agreed upon)*

4.2 *(Insert Liquidated damages that have been established)*

5. **Bonds** - The CM/GC shall obtain new Payment and Performance Bonds, or increase the amount of the Performance and Payment Bonds previously provided in connection with this CM/GC Contract, as required by Section 00130 of the **CM/GC General Provisions**, so that each new bond, or with respect to increases in existing bonds, the sum of the amount of each existing bond and the increase in the amount of each such existing bond, shall equal or exceed the GMP, prior to supplying any labor or materials for prosecution of the Work under this GMP Amendment.

6. **Tax Compliance Certification** -The individual signing on behalf of the CM/GC hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of the

CM/GC, s/he has authority and knowledge regarding the CM/GC's payment of taxes, and to the best of her/his knowledge, the CM/GC is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" are those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

**7. Prevailing Wage Rates** – The CM/GC shall pay and comply with, and require Subcontractors to pay and comply with the higher of (a) the "General Wage Determinations issued under the Davis-Bacon and Related Acts" from the U.S. Secretary of Labor for State of Oregon, Multnomah County, Heavy Construction Projects, in effect ten (10) Calendar Days prior to the Proposal Due Date (see Exhibit I to the **CM/GC Contract**), or (b) State prevailing wage rates in effect on the effective date of this GMP Amendment. The State prevailing wage rates can be found in the publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon", dated \_\_\_\_\_, 20\_\_\_\_, as amended in \_\_\_\_\_, 20\_\_\_\_, and are available online at:

<http://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>

**THIS AMENDMENT** is executed in two (2) original copies of which one (1) is to be delivered to the CM/GC, and the other to the Agency.

**CM/GC:**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

CM/GC's Federal Tax I.D. #: \_\_\_\_\_

Construction Contractor's Board Registration No.: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of CM/GC

Title\_\_\_\_\_

Date\_\_\_\_\_

If Proposer is a joint venture or a partnership, each joint venture member or partner of the Proposer shall sign, and by doing so is signing on behalf of and is therefore binding both itself and the Proposer, and each joint venture member or partner and Proposer shall be jointly and severally liable under this CM/GC Contract.

Joint Venture/Partner #1

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name (On behalf of itself and Proposer)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Joint Venture/Partner FEIN ID# or SSN# (Required)

\_\_\_\_\_  
Joint Venture/Partner #2

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name (On behalf of itself and Proposer)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Joint Venture/Partner FEIN ID# or SSN# (Required)

**AGENCY:**

Multnomah County

\_\_\_\_\_  
Signature of Agency's Authorized Representative

Title\_\_\_\_\_

Date\_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Assistant County Attorney

Date\_\_\_\_\_

Exhibit “x”

GMP Supporting Documents *(tailor to the agreed-upon GMP)*

Attachment A: A&E Drawings and Specifications (insert list identifying documents with dates)

Attachment B: GMP Bid (ie, Pay) Items including Quantities and Unit Prices, Lump Sum Items, Cost Reimbursable Items, Allowance or Provisional Sum Items, Risk/Contingency Items, pages \_\_\_\_ through \_\_\_\_ dated \_\_\_\_.

Attachment C: Assumptions and Clarifications, if any, pages \_\_\_\_ through \_\_\_\_, dated \_\_\_\_.

Attachment D: Baseline Construction Schedule, pages \_\_\_\_ through \_\_\_\_, dated \_\_\_\_.

Attachment E: Supplementary (or Special) Conditions, if any, pages \_\_\_\_ through \_\_\_\_, dated \_\_\_\_.

Attachment F: Supporting Documents used as basis for pricing including attached plans for a) Sustainable Practices, b) Contracting and Diversity, c) Construction Approach, Means and Methods, d) Quality Control, e) Worker and Public Safety, pages \_\_\_\_ through \_\_\_\_, dated \_\_\_\_.