

**GMP AMENDMENT NO. <<NUMBER>>**

**TO**

**CONSTRUCTION AGREEMENT**

This GMP Amendment No. <<NUMBER>> (this “GMP Amendment”) amends the Construction Agreement dated <<DATE>> between Vanderbilt University and <<CONTRACTOR LEGAL NAME>> for the Project known as << PROJECT NAME>>.

In consideration of the mutual covenants and promises set forth in the Contract as amended hereby, Owner and Construction Manager agree as follows:

1. Applicable Work. The Work applicable under this GMP Amendment (the “Applicable Work”) is: *(check one)*  the entire Work under the Contract or  a specific phase, component or portion of the Work under the Contract consisting of: <<DESCRIPTION OF APPLICABLE PHASE, COMPONENT OR PORTION OF THE WORK>>, as further described by the Drawings, Specifications and Addenda incorporated into the Contract by this GMP Amendment.
2. Date of Commencement. Except as specifically authorized in accordance with paragraph 7 of the Agreement, Construction Manager shall not commence the Applicable Work until: *(check one)*  <<INSERT DATE>> or  a date to be established by Owner in a written notice to proceed.
3. Contract Time. The Construction Manager must achieve Substantial Completion of the Applicable Work on or before <<INSERT DATE>> (the “Contract Time”). Final completion of the Applicable Work must be achieved no later than Thirty (30) days following the date of Substantial Completion in accordance with Section 9.10.8 of the General Conditions.

1. Guaranteed Maximum Price. Regardless of the amount of the Cost of the Work attributable to the Applicable Work, the Contract Sum for the Applicable Work is guaranteed by the Construction Manager not to exceed <<DOLLAR AMOUNT IN WORDS>> DOLLARS ($<<###.##>>) (the “Guaranteed Maximum Price” or the “GMP”), subject only to adjustment by Change Orders issued in accordance with Article 7 of the General Conditions. To the extent the Drawings and Specifications are expected to require further development, the Construction Manager has provided in this Guaranteed Maximum Price for such development consistent with the Contract Documents and reasonably inferable therefrom.
2. Construction Manager’s Fee. The Construction Manager’s Fee for the Applicable Work is <<DOLLAR AMOUNT IN WORDS>> DOLLARS ($<<###.##>>).
3. Overhead Fee. The Overhead Fee for the Applicable Work is <<DOLLAR AMOUNT IN WORDS>> DOLLARS ($<<###.##>>).
4. Staffing Fee. The Staffing Fee for the Applicable Work is *(check one)*:

equal to the Staffing Costs in accordance with Section 16.4 of the General Conditions; or

a stipulated sum of <<DOLLAR AMOUNT IN WORDS>> DOLLARS ($<<###.##>>).

1. General Contingency. The General Contingency for the Applicable Work is <<DOLLAR AMOUNT IN WORDS>> DOLLARS ($<<###.##>>).
2. Alternates. If Owner has the option of accepting certain alternates with respect to the Applicable Work after the signing of this GMP Amendment, a schedule of such alternates is attached hereto as an exhibit enumerated below.The Guaranteed Maximum Price of this GMP Amendment includes the alternates that have been accepted by the Owner to date, if any, which include:

<<INSERT NUMBER AND DESCRIPTION OF EACH ALTERNATE INCLUDED IN THE GMP>>.

1. Allowances and Contingencies. All of the allowances and contingencies required by the Contract Documents and those otherwise accepted by the Owner, including the General Contingency stated above, are included in the Guaranteed Maximum Price. Allowances that are not otherwise described and specified in the Contract Documents shall be listed, described and specified in a schedule attached hereto as an exhibit enumerated below.
2. Unit pricing. Unit pricing attached hereto as an exhibit or otherwise specified in the Contract Documents is included only for the purpose of pricing changes in the Work and those portions of the Work covered by an allowance unless otherwise specifically provided in the Contract.
3. Contract Documents. The Contract Documents added by this GMP Amendment are as follows:
   1. Specifications, which are included in the project manual prepared by the Architect titled <<TITLE OF MANUAL>> and dated <<DATE OF MANUAL >>;
   2. Drawings, which are the drawings compiled by the Architect into a set or sets titled <<TITLE(S) AND DATE(S) OF SET(S) OF DRAWINGS>> consisting of the drawings listed in the Index of Drawings attached hereto as Exhibit A;
   3. Addenda, which are the addenda to the Drawings and Specifications issued prior to signature of this GMP Amendment, if any, consisting of: <<NUMBER, DATE AND PAGE LENGTH OF EACH ADDENDUM>>; and
   4. Exhibits, which include: *(Attach hereto and insert the titles and dates of all documents intended to be part of the Contract for this GMP Amendment. Generally, proposal letters and other similar documents drafted by the Construction Manager should not be Contract Documents.)*
      1. Exhibit A: Index of Drawings dated <<DATE>>;
      2. Exhibit B: Schedule of Valuesdated <<DATE>>;
      3. Exhibit C: Construction Schedule dated <<DATE>>;
      4. Exhibit D: Schedule of Equipment dated <<DATE>>;
      5. Exhibit E: <<TITLE OF DOCUMENT (*e.g., schedule of alternates, allowances, unit pricing, etc.*)>> dated <<DATE>>;
      6. Exhibit F: <<TITLE OF DOCUMENT>> dated <<DATE>>;
      7. Exhibit G: <<TITLE OF DOCUMENT>> dated <<DATE>>;
      8. Etc.

The Contract Documents include only the documents specifically enumerated in the Agreement, this paragraph and other GMP Amendments. Upon the Owner's signing of this GMP Amendment, all prior Authorizations to Proceed agreed to by and between Owner and Construction Manager relating to the Work of this GMP Amendment are superseded and of no further legal effect.

1. Clarifications. The only assumptions, exclusions or qualifications to the Contract Documents, if any, relied upon by the Construction Manager in its determination of the Guaranteed Maximum Price established herein, are as follows: *(List and describe in detail any and all variations from or clarifications to the Work as described and illustrated by the Contract Documents, including all approvals with respect to self-performance, etc.)*
2. <<DESCRIPTION OF ASSUMPTION, EXCLUSION OR QUALIFICATION>>
3. <<DESCRIPTION OF ASSUMPTION, EXCLUSION OR QUALIFICATION>>
4. <<DESCRIPTION OF ASSUMPTION, EXCLUSION OR QUALIFICATION>>
5. <<DESCRIPTION OF ASSUMPTION, EXCLUSION OR QUALIFICATION>>
6. <<DESCRIPTION OF ASSUMPTION, EXCLUSION OR QUALIFICATION>>

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| OWNER  VANDERBILT UNIVERSITY  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Title: Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | CONSTRUCTION MANAGER  <<CONTRACTOR LEGAL NAME>>  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: <<NAME OF SIGNEE>>  Title: <<POSITION OF SIGNEE>>  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |