

**MOLALLA RIVER SCHOOL DISTRICT
GMP AMENDMENT #1 TO CONTRACT**

THIS AMENDMENT IS BETWEEN:

OWNER:

Molalla River School District #35
412 S. Swiegle Ave.
Molalla, Oregon 97038

and

CONSTRUCTION MANAGER/GENERAL CONTRACTOR:

Pence Contractors
5400 Meadows Road Suite 400
Lake Oswego, OR 97035

(referred to in the Standard General Conditions for Public Improvement
Contracts as Contractor and referred to herein as "the CM/GC");

THE PROJECT:

Molalla River SD Replacement Middle School

Date of Original CM/GC Contract: January 24, 2025

Date of this Amendment: TBD

The Owner and 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 Contract remains in full force and effect.

1. **EWA #1 GMP.** The parties agree that the EWA #1 GMP for the Project is \$_____, consisting of the Preconstruction Fee, the Estimated Cost of the Work and the CM/GC Fee (stated as a fixed dollar lump sum amount), as follows:

	Total Amount of GMP Prior to EWA No. 1	Total Amount of this EWA No. 1	Total Amount of GMP after this EWA No. 1
Phase 1 Preconstruction Services	\$116,425.94		\$116,425.94
Phase 2 EWA #1 Early Grading and Mobilization		\$\$TBD	\$\$TBD
Phase 2 GMP Estimate			
Fee			
Sub Bonding			
Contractor Contingency			
CAT Tax .04%			
GMP Amount (total of above categories)			
Total GMP =	\$116,425.94		\$\$TBD

For purposes of determining the GMP, the Estimated Cost of the Work shall include the CM/GC's Contingency and Allowances, the Cost for GC Work, any Early Work Amendments and the costs of all components and systems required for a complete, fully functional facility.

2. **Basis of GMP.** The GMP is based on the GMP Supporting Documents attached as Attachments A-TBD (____pages) including the Allowances, assumptions, exclusions, unit prices, and alternates designated therein.
3. **Plans and Specifications.** The Plans and Specifications for the Project are as listed in the GMP Supporting Documents. CM/GC shall perform Construction Phase Services in accordance with the Plans and Specifications and the other Contract Documents.
4. **Substantial Completion Date.** Notwithstanding any provision in the GMP Supporting Documents to the contrary, the required date for Substantial Completion is: *[Select one of the following (insert new date if different Substantial Completion date has been agreed upon): the date stated in the Contract/_____, 2025.]*
5. **Tax Compliance Certification.** The individual signing on behalf of CM/GC hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of CM/GC, s/he has authority and knowledge regarding CM/GC's payment of taxes, and to the best of her/his knowledge, 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.

THIS AMENDMENT is executed in four original copies of which one is to be delivered to the CM/GC, and the remainder to Owner.

CM/GC:

Name of Firm: Pence Contractors
Address: 5400 Meadows Road Suite 410
Lake Oswego, OR 97035

CM/GC's Federal Tax I.D. #: 87-1988770

Construction Contractor's Board Registration No.: 239463

Signature of Authorized Representative of CM/GC
Title:
Date:

OWNER:

MOLALLA RIVER SCHOOL DISTRICT
SCHOOL BOARD

Signature of Molalla River School District School
Board Representative:
Title:
Date:

REVIEWED AS TO SCOPE SUFFICIENCY

Reviewed

Signature of Owners Representative
Title
Date

- | | |
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| Attachment A | Plans, Specifications, Supplementary Conditions of the Contract, on which the Guaranteed Maximum Price is based, pages ____through____, dated ____ |
| Attachment B | Assumptions and clarifications made in preparing the Guaranteed Maximum Price, pages _____through ____, dated ____ |
| Attachment C | Completion schedule, pages _through __, dated _____ |
| Attachment D | Unit prices, pages ____through ____, dated ____ |