

SECTION 00 63 64.06 – CONTRACT AMENDMENT (CM/GC)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

1.2 SUMMARY (Not Applicable)

- A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.

1.3 DEFINITIONS (Not Applicable)

1.4 CHANGE ORDER BULLETIN

- A. State of Colorado form “Contract Amendment (CM/GC)” (SC-6.0B).
- B. A copy of the above noted form is attached to the end of this section.

1.5 PROCEDURE (Not Applicable)

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 63 64.06



STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM

CONTRACT AMENDMENT (GUARANTEED MAXIMUM PRICE)

Amendment No: _____ Contract ID No.: _____

Contractor: _____

Institution or Agency: _____

Project No./Name: _____

PARTIES. THIS AMENDMENT is entered into by and between the STATE OF COLORADO, acting by and through the _____, Principal Representative, hereinafter referred to as the State, and _____ having its offices at _____ hereinafter referred to as the Contractor.

EFFECTIVE DATE AND NOTICE OF NONLIABILITY. This Amendment shall not be effective or enforceable until it is approved and signed by the State Controller or its designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Contractor for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

FACTUAL RECITALS

Authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment.

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and the parties entered into a [name of delivery method] agreement effective [month, day, year]

The purpose of this Amendment No. ___ is to amend the contract sum (and the Guaranteed Maximum Price) as described in (name and date of attached document describing the change)

NOW THEREFORE, it is hereby agreed that

1. Consideration for this Amendment consists of the payments, which shall be made pursuant to this Amendment and the promises, and agreements herein set forth.
2. It is expressly agreed by the parties that this Amendment is supplemental to the original Contract, as amended (previously by amendments 01, Change Order 1 etc), collectively* referred to as the Original Contract, which is incorporated by reference herein, that all provisions thereof, unless specifically modified herein, apply to this Amendment as though they were expressly re-written, incorporated, and included herein.
3. It is agreed the Original Agreement is and shall be modified, altered, and changed in the following respects only:
 - a. Establish [Increase] the **Guaranteed Maximum Price** in an amount not to exceed \$_____. The [revised] **Guaranteed Maximum Price** shall not exceed \$_____ and is established by adding the following documentation:
 - i. Exhibit H.1 GMP Documents/Contract Document Drawings and Specifications
 - ii. Exhibit H.2 Schedule of Bid Package Descriptions and Issuance Dates
 - iii. Exhibit H.3 GMP Schedule of Values

- iv. Exhibit H.4 Allowance Schedule
- v. Exhibit H.5 Critical Path Method Construction Schedules

- b. (add additional changes or delete this line)
- c. (add additional changes or delete this line)

SUMMARY OF CHANGES					
	Pre-Const. Services Fee	Construction Services Fee	General Conditions Fee	Direct Cost of Work	Dollar Amount
Original Contract/Date					\$ -
Amendment #1/Date					
Amendment #2/Date					
Current Contract Sum (To Date):					\$ -
Guaranteed Maximum Price (To Date):					
Current Fixed Limit of Construction Cost (To Date):					

4. Except with respect to the "Special Provisions," in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Original Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or Amendments. The factual representations in the "Special Provisions" concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.
5. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.
6. THIS AMENDMENT SHALL NOT BE DEEMED VALID UNTIL IT SHALL HAVE BEEN APPROVED BY THE CONTROLLER OF THE STATE OF COLORADO OR SUCH ASSISTANT AS SHE OR HE MAY DESIGNATE.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Persons signing for Contractor/Consultant hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.
Principal is not a recognized title and will not be accepted.

Project Number/Name _____
 Contract ID No.: _____

<p align="center">CONTRACTOR INSERT-Legal Name of Contractor</p> <hr/> <p>By: Name & Title of Person Signing for Contractor Date: _____</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <hr/> <p>By: Name & Title of Person Signing for Agency or IHE Date: _____</p>
<p>DEPARTMENT OF PERSONNEL & ADMINISTRATION STATE BUILDINGS PROGRAM State Architect (or authorized delegate)</p> <hr/> <p>By: Name & Title of SBP Delegate Date: _____</p>	<p align="center">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <hr/> <p>By: _____ Assistant Attorney General Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller (or an authorized delegate) or the Title of IHE CFO per the Fiscal Rules of the individual Institution of Higher Education</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p align="center">By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p align="center">Effective Date: _____</p>	

**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT
STATE BUILDINGS PROGRAM**

AMENDMENT
(STATE FORM SC-6.0C)

EXHIBIT H: GUARANTEED MAXIMUM PRICE EXHIBITS

GUARANTEED MAXIMUM PRICE EXHIBITS (Attached)

H.1 GMP Documents, Drawings and Specifications including Addenda

H.2 Schedule of Bid Package Descriptions and Issuance Dates

H.3 Schedule of Values

H.4 Allowance Schedule

H.5 Detailed Critical Path Method Construction Schedule