

**GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM**

**to  
AGREEMENT**

**for  
CMAR – REVERSE OSMOSIS TREATMENT PLANT AND  
RECLAMATION FACILITY EXPANSION**

**THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT  
FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES** (“GMP Addendum”) is

made and entered into this \_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “Effective Date”), by and between the City of Palm Bay, a Florida municipal corporation, referred to herein as “Owner”, and the firm of \_\_\_\_\_, incorporated in the State of \_\_\_\_\_ and registered and licensed to do business in the State of Florida, referred to herein as “Construction Manager”.

**WHEREAS**, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the “Agreement”) under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of Reverse Osmosis Treatment Plant and Reclamation Facility Expansion (as further defined in the Agreement, the “Project”); and

**WHEREAS**, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

**WHEREAS**, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a GMP, as set forth herein.

**NOW THEREFORE**, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. Establishment of GMP. Pursuant to Article 5 of the Agreement, the Owner and Construction Manager establish a GMP and Contract Time for the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents.
  
2. GMP; Contract Documents. The Construction Manager’s GMP for the Work, including the estimated Cost of the Work (\$ \_\_\_\_\_) and the Construction Manager’s Fee ( \_\_\_\_\_), is a total of \_\_\_\_\_ dollars (\$ \_\_\_\_\_). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:
  - (a) Exhibit A. Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_;
  
  - (b) Exhibit B. Allowance items, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_;

- (c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_;
- (d) Exhibit D. Project Schedule, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_;
- (e) Exhibit E. Alternate Prices, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_; and
- (f) Exhibit F. Unit Prices, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_.
- (g) Exhibit G. Affidavit of No Conflict;
- (h) Exhibit H. Certificate(s) of Insurance;
- (i) Exhibit I. Payment and Performance Bond;
- (j) Exhibit J. Standard Forms:
  - 1- Application for Payment
  - 2- Certificate of Substantial Completion
  - 3- Final Reconciliation/Warranty/Affidavit
  - 4- Change Order

Additional Contract Documents include the Agreement, Addenda issued prior to execution of the Agreement, the Request for Qualifications, the Construction Manager's Submittal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents. In case of conflict, the earliest listed document shall prevail over later listed documents.

1. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the entire Work within \_\_\_\_\_ days of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of \$\_\_\_\_\_ per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.
2. Effect of GMP. This Addendum shall constitute the GMP Addendum for purpose of

satisfying the requirements of Article 5 of the Agreement and shall supplement and amend the Agreement such that all references to the GMP shall be construed to refer to the GMP set forth herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF, the Parties hereto have caused this GMP Addendum to be duly executed by their authorized representatives:**

NAME OF CONSTRUCTION MANAGER

\_\_\_\_\_  
Signature, Authorized Agent

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Date

ATTEST:

CITY OF PALM BAY, FLORIDA

\_\_\_\_\_  
Terese Jones  
City Clerk

\_\_\_\_\_  
George Barber, MPA, NIGP-CPP, CPPO, CPPB  
Chief Procurement Officer

\_\_\_\_\_  
Date