

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