



GUARANTEED MAXIMUM PRICE CONTRACT

THIS GMP AMENDMENT, made and entered into as of this _____ day of _____ ("GMP Amendment") amends that certain Agreement between Owner (The School Board of Miami-Dade County, Florida) and Construction Manager (_____), made as of the _____ day of _____, for the following described project:

WHEREAS, the Owner and the Construction Manager have agreed to amend the Agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, in the Agreement and the other Contract Documents and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Construction Manager do hereby agree as follows:

1. This GMP Amendment is executed in connection with, and is deemed to be a part of the Agreement and the Contract Documents. Wherever the terms of this GMP Amendment and the terms of the Contract Documents are in conflict, the terms of this GMP Amendment shall govern and control. The terms used herein, unless otherwise defined in this GMP Amendment, shall have the meanings ascribed to them in the Contract Documents.
2. The following are hereby incorporated into the Contract Documents and made part thereof:
 - a. Attachment I - Contract Documents - The Drawings
 - b. Attachment 11 - Contract Documents - The Specifications
 - c. Attachment III - Contract Documents - Additional Contract Documents
 - d. Attachment IV - On-Site Management and Supervisory Personnel
 - e. Attachment V - Salary and Wage Schedule
 - f. Attachment VI - Construction Schedule
3. The entire scope of the work for this project is hereby incorporated into the work.
4. The Date of Commencement for the construction of this project shall be _____ (The "Date of Commencement").
5. The Construction Manager shall achieve Substantial Completion of the entire work for this project not later than _____ days from the Date of Commencement (the "Contract Time"). And final completion not later than _____ days from the date of Substantial Completion. Failure to meet either the Substantial Completion or Final Completion dates shall be a material breach of this Agreement.
6. The Owner and the Construction Manager acknowledge and agree that the Owner will suffer damages if the Construction Manager fails to achieve Substantial Completion of the entire work for this project as defined in the Contract Documents on or before the expiration of the Contract Time, which damages are difficult, if not impossible, to ascertain with any degree of certainty. Accordingly, if the Construction Manager fails to achieve Substantial Completion of the entire work for this project on or before the expiration of the Contract Time, liquidated damages (which are not intended as a penalty) shall be assessed against the Construction Manager in an amount to be calculated in accordance with Contract Documents using the GMP agreed to for this work in this Exhibit as the basis for calculation. This will occur by virtue of the Construction Manager's failure to achieve Substantial Completion of this project within the Contract Time.

7. The Guaranteed Maximum Price for this project is hereby guaranteed by the Construction Manager not to exceed the sum of _____
(\$ _____)(the "Project GMP"), based upon the entire scope of the work as described in the Contract Documents, including, but not limited to, the Drawings and the Specifications, subject only to additions and deductions by Change Order or Construction Change Directive, as provided in the Contract Documents. The GMP is more particularly itemized in the Schedule of Values prepared in accordance with the terms of the Agreement, which Schedule of Values is attached hereto and made a part of the Contract Documents by this reference. Included in the Schedule of Values and specifically identified herein, the contingency included in this guaranteed maximum price is the amount of \$ _____
8. The Construction Manager shall provide Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance, and Builder's Risk Insurance in compliance with the provisions of Article 11 - Insurance and Bonds of the General Conditions of the Contract for Construction.
9. The Construction Manager shall provide the Public Construction Payment Bond and the Public Construction Performance and Guarantee Bond in compliance with the provisions of Article II - Insurance and Bonds of the General Conditions of the Contract for Construction.
10. By executing this GMP Amendment, the Construction Manager acknowledges that it has ascertained all correct locations for points of connection for all utilities, if any, required for this project; and has identified all clarifications and qualifications for this project, if any.
11. The Construction Manager's on-site management and supervisory personnel for this project are set forth on **Attachment 1**, attached hereto and made a part hereof by this reference.
12. To the extent that the Owner has authorized the Construction Manager, in writing, to perform a portion of the work for this project; with the Construction Manager's own forces, the salary and wage schedule for the Construction Manager's personnel performing such portion of the work, agreed upon by the Owner and the Construction Manager, shall be as set forth on **Attachment IV**, attached hereto and made a part of the Contract Documents by this reference. The Construction Manager warrants and represents that the salary and wage schedule includes the lowest comparable market rates (including any and all benefits, contributions and insurance) charged by the Construction Manager for comparable contracts to other businesses and individuals for similar services, and that such rates are not higher than the standard paid at the place of this project.
13. Except as expressly provided herein above, all of the terms, conditions, covenants, agreements and understandings contained in the Contract Documents shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Owner and the Construction Manager.
14. This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

Construction Manager shall execute and provide one (1) of the following:

- signature, corporate seal, attesting secretary; or
- signature, two (2) witnesses; or
- signature, Notary.

Attest Secretary or Witness

Name of Firm

Witness

President, Owner/Partner (SEAL)
(Sign as on contract)

State of _____

County of _____

On this _____ day of _____, 20____, _____
Print name(s) of signer(s)

personally appeared before me, as the signer(s) of the attached instrument, and he/she/they acknowledged that he/she/they signed the instrument voluntarily for the purpose expressed in it, who is personally known to me or has produced

Type of Identification ID#/Expiration Date

Signature of Notary

(Seal)

Printed Name of Notary

The School Board of Miami-Dade County, Florida

Construction Officer/Designee

APPROVED: (as to Form)

APPROVED: Insurance/Bond

Attorney for The School Board of
Miami-Dade County, Florida

Risk Management