

GMP ADDENDUM NO. 3

to

Agreement 2023-074 between Polk County and Construction Manager at Risk *Northeast Regional Wastewater Treatment Facility Expansion from 6 to 9 MGD*

Pursuant to the Master Services Agreement (the "Agreement") dated _____ between Polk County, a political subdivision of the State of Florida (the "County") and

Wharton-Smith, Inc. (the "Construction Manager"), with respect to the Project, as identified and described in the Pre-Construction Addendum, the County and the Construction Manager hereby establish a Guaranteed Maximum Price (GMP), Contract Time for the Work and amend the Agreement as set forth below.

1. The Construction Manager's (GMP) for the Work as defined in Section 6.1.3 and the Construction Manager's Fee as defined in Section 6.1.2, for the Construction Phase Services is \$50,825,822.00.

2. This price is for the performance of the Work in accordance with the Schedules listed below and attached to this Addendum as follows:

- Schedule 1 Construction Manager's Personnel.
- Schedule 2 Contract Drawings, Specifications, and Addenda 1-2
- Schedule 3 GMP Bid Breakdown.
- Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

3. Pursuant to Article 2, Section 2.5, the Project critical dates are as follow:

- A. Construction Phase Commencement Date equal to Date Stated in the Notice To Proceed
- B. Project Substantial Completion Date 701 Calendar days from Notice to Proceed
- C. Project Final Completion Date 57 Calendar days after Substantial Completion
- D. Allowance time for this project is 60 Calendar days

4. In the event the Construction Manager does not achieve Substantial Completion within the Contract Time, including approved extensions, the Construction Manager shall pay the County, as liquidated damages and not as a penalty, the sum of \$3,100 per day for each calendar day the actual time of performance exceeds the authorized Contract Time.

5. The Construction Manager shall not be due any additional Construction Phase Fee on increases in the GMP that do not exceed a cumulative total of N/A. Should the GMP be increased by more than N/A under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be 5% percent of that portion of the accumulative increases in the GMP that exceed the GMP by more than N/A.

6. The Construction Manager's Fee for overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, shall be 7.75% of the cost of work, as defined under section 6.1.3, and contingency. The Construction Manager's Fee shall be converted to a fix amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the work in place, including stored materials (see Article 8.1.3), as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less.

7. Pursuant to Section 6.1.3.2.2, the cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of 1.23 % of the final Contract Amount and Construction Manager bonds will be cost at a fixed rate of 0.58 %. The premium stated will be substantiated with industry standard documentation.

The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Manager Overhead and profit fee on this item.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives, as of the effective date.

**POLK COUNTY, a political subdivision of the
State of Florida**

ATTEST:

STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

By: _____, Chairman
Board of County Commissioners

Date: _____

Approved as to form and legal sufficiency:

Nicole M. Decker 11/13/25
County Attorney's Office

Wharton-Smith, Inc.
a Florida corporation

Attest:

Stephanie Pempes
Corporate Secretary

By: [Signature]
Title: COO - Water