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 "Agreem	nent") dated between Polk County, a	
political subdivision of the State of Florida (the "County"	') and	
Wharton-Smith, Inc. Project, as identified and described in the Pre-Construction hereby establish a Guaranteed Maximum Price (GMP), Conforth below.	(the "Construction Manager"), with respect to the on Addendum, the County and the Construction Manager Contract Time for the Work and amend the Agreement as set	
1. The Construction Manager's (GMP) for the Work as as defined in Section 6.1.2, for the Construction Phase Se	s defined in Section 6.1.3 and the Construction Manager's Fee ervices is \$50,825,822.00	
2. This price is for the performance of the Work in ac Addendum as follows:	cordance with the Schedules listed below and attached to this	
Schedule 1 Construction Manager's Personnel. Schedule 2 Contract Drawings, Specifications, and Schedule 3 GMP Bid Breakdown. Schedule 4 Clarifications, Assumptions, Exclusion		
3. Pursuant to Article 2, Section 2.5, the Project critical dates are as follow:		
 A. Construction Phase Commencement Date B. Project Substantial Completion Date C. Project Final Completion Date D. Allowance time for this project is 	 Equal to Date Stated in the Notice To Proceed Calendar days from Notice to Proceed Calendar days after Substantial Completion Calendar days 	
approved extensions the Construction Manager shall pay	eve Substantial Completion within the Contract Time, including the County, as liquidated damages and not as a penalty, the sum y the actual time of performance exceeds the authorized Contract	
not exceed a cumulative total of N/A. Should the	tional Construction Phase Fee on increases in the GMP that do GMP be increased by more than fault of the Construction Manager, the Construction Manager's hat portion of the accumulative increases in the GMP that exceed	
work, as defined under section 6.1.3, and contingency. The	and general expenses of any kind, except as may be expressly related to the construction phase, shall be 7.75% of the cost of the Construction Manager's Fee shall be converted to a fix amount wribed 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

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.

and/or to the GMP, whichever is less.

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:	By:, Chairman Board of County Commissioners
	Date:
Approved as to form and legal sufficiency:	
North What W13/35 County Attorney's Office	
	Wharton-Smith, Inc. a Florida copporation
Attest:	By: fr 17. Hunts
Corporate Secretary	Title: <u>Coo-Water</u>