

**GMP AND SCHEDULE ADDENDUM
W. CENTRAL BLVD. GRAVITY SEWER, ROADWAY,
UTILITY AND STREETScape PROJECT**

Pursuant to the Agreement for Design Build Services dated January 27, 2016, between the **City of Orlando, Florida**, hereinafter referred to as “City,” and **Garney Companies, Inc.**, hereinafter referred to as “Design/Builder,” for services in connection with the West Central Blvd. Gravity Sewer, Roadway, Utility, and Streetscape Design Build Project, RFP15-0344 Project, hereinafter referred to as “Project,” and in consideration of the promises and mutual covenants herein contained and given one party to the other, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Guaranteed Maximum Price (“GMP”).

1.1 Pursuant to Article 8 of the Agreement, the GMP for this Phase 2a (Duct Bank) of the Project is **Two Million Seven Hundred Thirty-Two Thousand Eight Hundred Sixty-Five Dollars and Twenty-Six cents (\$2,732,865.26)**.

1.2 The GMP is based upon the drawings, plans, specifications, conditions and addenda prepared by the Design/Builder referenced in Attachment “A,” attached hereto and incorporated by reference herein.

2. Schedule and Substantial Completion.

2.1 The City and Design/Builder recognize that time is of the essence of the Agreement and Design/Builder recognizes that the City will suffer financial loss if the work and certain designated portions thereof is not substantially completed within One Hundred Eighty (180) days after the date of issuance of the Notice to Proceed, plus any extensions thereof allowed in accordance with the Agreement. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual delay damages suffered by the City if the work is not completed on time. Accordingly, the Design/Builder agrees to pay City as liquidated damages **One Thousand Dollars (\$1,000)** per day for each day the Design/Builder exceeds the contract time stated above. The work shall be finally completed and ready for final payment in accordance with Article 10 of the Agreement within thirty (30) days after the actual date of Substantial Completion, unless agreed to otherwise by both parties in writing.

Dated this ____ day of _____, 2016.

[Signatures on Following Page]

City of Orlando, Florida

By: _____
David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida only.

_____, 20____

Assistant City Attorney
Orlando, Florida

Garney Companies, Inc.

WITNESSES:

(Type or Print Name)

(Type or Print Name)

By _____

Print Name: _____

Title: _____

ATTACHMENT “A”