

**EXHIBIT C**

**CONSTRUCTION MANAGEMENT FOR MINOR PROJECTS  
GUARANTEED MAXIMUM PRICE AGREEMENT**

Pursuant to the Contract for Construction Management for Minor Projects dated \_\_\_\_\_ [and amendments: \_\_\_] (“Contract for Construction Management for Minor Projects”), between the [City of Gainesville **OR** the City of Gainesville dba Gainesville Regional Utilities] (“Owner”) and \_\_\_\_\_ (“Construction Manager”), the Owner and the Construction Manager hereby execute this Guaranteed Maximum Price (“GMP”) Agreement for:

**Project Name:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

and further agree as set forth below.

1. This GMP Agreement shall become effective upon execution and shall continue in effect until all work has been completed, unless terminated in accordance with the Contract for Construction Management for Minor Projects.
2. **GMP Agreement Documents.**  
The Construction Manager shall perform the Work in accordance with this GMP Agreement, including the exhibits or documents listed below, whether attached hereto or incorporated by reference, and the Contract for Construction Management for Minor Projects dated \_\_\_\_\_, [and amendments: \_\_\_\_\_].

**ATTACHMENT LIST** (Attachments 1-4 must be included):

1. GMP Detailed Cost Breakdown
2. GMP Project Schedule
3. Project Specific Requirements, Assumptions, and Clarifications
4. CM Personnel list (including roles and contact info)
5. Notice to Proceed (upon issuance)
6. Other Documents provided by the Construction Manager to support the proposal
7. Other Documents provided by the Owner to support the proposal

In the event of conflict between Agreement documents, the order of precedence shall be as provided in the Contract for Construction Management for Minor Projects. The order of precedence *within* this GMP Agreement shall be as listed above.

3. Additional project requirements and provisions are attached and incorporated as Attachment 3.
4. Construction Manager’s personnel for the Project shall be as listed in Attachment 4, hereby incorporated.
5. Time is of the essence, and Construction Manager shall commence the Work within ten (10) calendar days after issuance of the Notice to Proceed, Exhibit 5. Substantial Completion for the Project shall be within \_\_\_\_\_ days of issuance of the Notice to Proceed. The date of Final Completion for the Project shall be within \_\_\_\_\_ days after the deadline for Substantial Completion. The detailed schedule is attached and incorporated as Attachment 2.

6. Construction Manager's Contingency shall be no greater, as a percentage of the estimated Cost of the Work, than the following at each of the following phases:
- (10 %) at (30 %) Construction Documents
  - ( 5 %) at (60 %) Construction Documents
  - ( 5 %) at the time the GMP proposal is submitted (trade package bids secured)
  - ( 2 %) at the time the GMP proposal is submitted (with trade package bids secured)
7. The Guaranteed Maximum Price is \_\_\_\_\_ Dollars and \_\_\_\_ Cents (\$\_\_\_\_\_.), as shown below.

| <b>Summary of Costs</b>       | <b>GMP</b> |
|-------------------------------|------------|
| Cost of the Work              | \$         |
| General Conditions            | \$         |
| Staffing                      | \$         |
| Bonds and Insurance           | \$         |
| CM Contingency (per 6. Above) | \$         |
| CM Fee %                      | __%        |
| CM Fee/OH&P                   | \$         |
| <b>GMP Total:</b>             | <b>\$</b>  |

8. Liquidated Damages shall be
- \$\_\_\_\_\_ per day for each day of delay in meeting the Substantial Completion days
  - \$\_\_\_\_\_ per day for each day of delay in meeting the Final Completion days
- in accordance with the terms of the Contract for Construction Management for Minor Projects.
9. In accordance with Section 5.5.1.8 of the Contract for Construction Management for Minor Projects, the Construction Manager shall award Trade Contracts within \_\_\_\_\_ days of issuance of the GMP Agreement.

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**FOR THE OWNER:**

CITY OF GAINESVILLE **[OR]**

CITY OF GAINESVILLE DBA

GAINESVILLE REGIONAL UTILITIES

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**FOR THE CONSTRUCTION MANAGER:**

[COMPANY NAME: \_\_\_\_\_]

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BY:

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BY: NAME, TITLE

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DATE:

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DATE:

Approved as to Form and Legality

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Assistant City Attorney