



**EXHIBIT C
GUARANTEED MAXIMUM PRICE
TO THE CONTINUING CONTRACT FOR**

CONSTRUCTION MANAGEMENT SERVICES/RFQ #22-500-Q-DR

BY AND BETWEEN

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

2700 Judge Fran Jamieson Way

Viera, Florida 32940-6601

Phone: (321) 631-1911

Fax: (321) 633-4646

AND

FOR THE CONSTRUCTION OF:

SCHOOL: Audubon Elementary School

PROJECT: Intercom Replacement

ARTICLE 1. GUARANTEED MAXIMUM PRICE (GMP)

- 1.1.1 Guaranteed Maximum Price (GMP): Construction Manager guarantees that it shall not exceed a Guaranteed Maximum Price (GMP) of Two Hundred Forty-Two Thousand, Two Hundred Seventy-One Dollars and Ninety Cents (\$242,271.90) for the identified Sub-Project.
- 1.2 Basis of the GMP:
 - 1.2.1 Construction Documents: The Scope of Work for the GMP shall be as defined in the Construction Documents, prepared by TLC Engineering for Architecture, Inc., titled Audubon Elementary School Intercom Replacement and dated September 6, 2022.
 - 1.2.2 List of Contract Documents attached as Exhibit C-1.
 - 1.2.3 Exceptions, Clarifications and Exclusions: The Scope of Work defined in the Contract Documents shall be modified and/or clarified as shown in attached Exhibit C-2.
 - 1.2.4 Truth-In-Negotiation: The Construction Manager certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of execution of each Sub-Project of which this certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the Owner determines the Sub-Project amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs and that such original Sub-Project adjustments shall be made within one year following the end of the Agreement.

ARTICLE 2. PROJECT TIME

- 2.1 Substantial Completion Date: Substantial Completion of the Work as defined in Article 6.1.2 of the General Conditions to the Continuing Contract for Construction Management shall be achieved by April 12, 2023.
- 2.2 Final Completion Date: Final Completion for the Work as defined in Article 6.1.3 of the General Conditions to the Continuing Contract for Construction Management shall be achieved by April 26, 2023.
- 2.3 Project Schedule: Attached to this Amendment will be a schedule identifying the above noted completion times and intermediate milestone dates estimated for the Project. The proposed schedule shall be integrated into the Construction Manager's CPM Schedule upon approval of its Guaranteed Maximum Price Amendment.

ARTICLE 3. CONSTRUCTION MANAGEMENT FEE

- 3.1 Construction Management Fee: The Construction Management Fee for the Project shall be either a Lump Sum or Not-To-Exceed Fee of Twenty-Two Thousand, Five Hundred Eighty-Four Dollars and Fifty-Seven Cents (\$22,584.57). **NOTE: Allowances will be on a Not-To-Exceed basis. All unused funds will be returned to the School District at the time of construction closeout. Fee will be paid only on cost of work for these items.**

ARTICLE 4. REIMBURSABLE GENERAL CONDITIONS COSTS

- 4.1 General Conditions: General Conditions costs for the Project shall not exceed Forty-Seven Thousand, Nine Hundred Twelve Dollars and Fifty-Three Cents (\$47,912.53). General Conditions costs shall be reimbursed at actual cost. **General Condition costs shall be in compliance with the General Conditions to the Construction Management Contract (Exhibit A) and are identified in the attached document, prepared by the Construction Manager titled Audubon Elementary School Intercom Replacement and dated October 27, 2022. NOTE: The School District accepts proposed rates subject to rate verification by the School District's construction auditor. The School District will only pay actual verified rates.**

ARTICLE 5. LIQUIDATED DAMAGES

- 5.1 Substantial Completion: Construction Manager shall pay Owner One Thousand Dollars (\$1,000.00) as liquidated damages for each day that Substantial Completion extends beyond the Substantial Completion Date.
- 5.2 Final Completion: Construction Manager shall pay Owner Five Hundred Dollars (\$500.00) as liquidated damages for each day that Final Completion extends beyond the Final Completion Date.

ARTICLE 6. PROJECT REPRESENTATIVES

- 6.1 Owner's Representative: Owner designates the individual listed below as its Owner's Representative to provide direct interface with Construction Manager with respect to Owner's responsibilities:

Camille Gordon-Taylor, Owner's Project Manager.

- 6.2 Construction Manager's Representative: Construction Manager designates the individual listed below as its Construction Manager's Representative to provide direct interface with Owner with respect to Construction Manager's responsibilities:

Chad Laston, Construction Manager's, Project Manager.

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SIGNATURES (FOR PROJECTS OVER \$50,000)

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: _____
Chairperson
Date Approved: _____

**W&J CONSTRUCTION CORPORATION
(Consultant)**

By: 
Print Name: Erik Costin
Title: Vice President
Date: 11/03/2022

ATTEST (WITNESS): By: _____
Mark W. Mullins, Ed.D., Superintendent

ATTEST (WITNESS):
By: 
Print Name: Shelley Sutherland
Title: Corp Secretary

SIGNATURES (FOR PROJECTS UNDER \$50,000)

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: _____
Susan Hann, P.E., AICP
Assistant Superintendent/Facilities Services
As Designee for Mark W. Mullins, Ed.D., Sup.
Date Approved: _____

(Consultant)

By: _____
Print Name: _____
Title: _____
Date: _____

ATTEST (WITNESS):

By: _____

ATTEST (WITNESS):

By: _____
Print Name: _____
Title: _____

END OF EXHIBIT C



October 27, 2022

Camille Gordon-Taylor
Brevard Public Schools

Via email: GordonTaylor-Camille@brevardschools.org

RE: Audubon Elementary School Intercom Replacement

Dear Ms. Gordon-Taylor,

W+J Construction Corporation is pleased to provide the GMP proposal of **Two Hundred Forty Two Thousand, Two Hundred Seventy One Dollars and Ninety Cents (\$242,271.90)** for Replacement of the Intercom for Audubon Elementary School, located at 1201 N Banana River Dr., Merritt Island, Florida per the TLC Engineering Solutions, Inc. plans dated 09/06/22 and the TLC Engineering Solutions, Inc., RFI 00001; List of Drawings, cost breakdown, general requirements and general conditions are attached.

Scope with Clarifications and Exclusions:

- 1) Utility company fees are excluded.
- 2) Permit and fees are excluded.
- 3) We exclude providing a new cabinet per TLC Engineering Solutions RFI 00001.
- 4) All work to be completed during nighttime hours.

W+J Construction Corp Team List:

- Rick Cofer, General Superintendent/Safety
- Chad Laston, Project Manager
- TBD, Superintendent
- Joanie Sottoriva, Project Engineer

Milestone Schedule:

- Board Approval: 11/22/22
- NTP Issued: 11/23/22
- Start Construction: 2/1/23
- Substantial Completion: 4/12/23
- Final Completion: 4/26/23

We appreciate this opportunity to provide this GMP. If you have any questions or require further information, please do not hesitate to contact me at 321.632.7660 or at steve@wjconstruction.com .

Sincerely,

W+J Construction Corp.
A Florida Corporation

A handwritten signature in blue ink that reads "Steve Carlyle". The signature is fluid and cursive, with the first name "Steve" and last name "Carlyle" clearly legible.

Steve Carlyle
Chief Estimator

GMP:10/27/22
 ENG: TLC
 W+J Construction Corp

Audubon Elementary School GMP
 Intercom Replacement
 Merritt Island, Fl

Item	Div	Description	Amount	Notes/Subs
1 <i>General Conditions</i>				
1		General Conditions	32,740	W&J
1a		General Requirements	12,023	W&J
9 <i>Finishes</i>				
2		Touch Up Paint Only (No wall to wall)	1,600	W&J
27 <i>Communications</i>				
3		Intercom Replacement	158,951.56	Bazon Cox
Subtotals			205,314.28	
Labor Burden <i>(Included in Rates)</i>			0.00	
			0.00	
Sub Total			205,314.28	
Building Permit and Impact Fees			0.00	By Owner
Cost of the Work			205,314.28	
Construction Manager Fee			11.00%	22,584.57
Total Cost of Construction			227,898.85	
Contingency			0.04	9,115.95
Bond			1.30%	3,149.53
General Liability			0.0017	387.43
Professional Liability			0.00000	0.00
Builders Risk			0.0071	1,720.13
Total GMP			242,271.90	Excluded

General Conditions
Project: Audubon Elem

Intercom Replacement
Night Work

Description	No.	Employee	Qty	Unit	U.P. Mat'l	Material	U.P. Labor	Labor
Project Manager			120	hrs	0	0	66.31	7,957.20
Chief Estimator		Steve Carlyle	12	hrs	0	0	72.16	865.92
Project Engineer		Joanie Sottoriva	45	hrs	0	0	38.68	1,740.60
General Superintendent/Safety		Rick Cofer	40	hrs	0	0	71.16	2,846.40
Superintendent		TBD	320	hrs	0	0	53.86	17,235.20
Project Accountant		Sheryl Derosia	30	hrs	0	0	69.83	2,094.90
TOTAL						0		32,740



Drawing List

Audubon Elementary School Intercom Replacement
1201 N Banana River Dr.
Merritt Island, FL 32952

Drawings

Drawings

C-001 COVER SHEET.pdf	TLC Engineering Solutions, Inc.	09/06/22
T-001 TECHNOLOGY LEGEND & NOTES.pdf	TLC Engineering Solutions, Inc.	09/06/22
T-100 TECHNOLOGY OVERALL PLAN.pdf	TLC Engineering Solutions, Inc.	09/06/22
T-101 TECHNOLOGY PLAN – BLDG. 1 – BLDG. 8.pdf	TLC Engineering Solutions, Inc.	09/06/22
T-102 TECHNOLOGY PLAN – BLDG. 17 – BLDG. 19.pdf	TLC Engineering Solutions, Inc.	09/06/22
T-500 TECHNOLOGY DETAILS.pdf	TLC Engineering Solutions, Inc.	09/06/22
T-501 TECHNOLOGY DETAILS.pdf	TLC Engineering Solutions, Inc.	09/06/22
T-502 TECNNOLOGY DETAILS.pdf	TLC Engineering Solutions, Inc.	09/06/22