



**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

HEARD CONSTRUCTION, INC.

FOR THE CONSTRUCTION OF:

SCHOOL: Cape View Elementary School

PROJECT: Playground Improvements

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 One Hundred Forty-Two Thousand, Three Hundred Fifty-Four Dollars and Ninety Cents (\$142,354.90) 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 EJV Landscape Architecture, titled Cape View Elementary School Playground Improvements and dated June 16, 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 December 31, 2022.
- 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 January 31, 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 Ten Thousand Dollars and Three Cents (\$10,000.03).

ARTICLE 4. REIMBURSABLE GENERAL CONDITIONS COSTS

- 4.1 General Conditions: General Conditions costs for the Project shall not exceed Thirteen Thousand, Nine Hundred Ninety-Six Dollars and Ninety-Six Cents (\$13,996.96). 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 Cape View Elementary School Playground Improvements and dated August 16, 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:

Timothy Brown, 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:

LuAnne Woodley, Construction Manager's, Project Manager.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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: _____
Misty Belford, Chairperson
Date Approved: _____

**HEARD CONSTRUCTION, INC.
(Consultant)**

By: _____
Print Name: Amy Day
Title: PRESIDENT
Date: 8/18/22

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

ATTEST (WITNESS):
By: _____
Print Name: Lu Anne Dwyer
Title: VP

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



Heard Construction, Inc.

95 E. Hall Road (32953)
P.O. Box 540218
Merritt Island, FL 32954
Phone: (321) 452-5494 Fax: (321) 452-6946

August 16, 2022

School Board of Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940-6699

HCI Project 2204641700

PO# 12203274

BPS PC Cape View Playground Improvements

Attn: Tim Brown

Subject: CM GMP Proposal for Cape View Elementary School Playground Improvements_REV

Dear Tim,

At your request we are providing our proposal for Construction Management Services for the subject project. All work will be subject to terms and conditions as stipulated in the Continuing Contract for Construction Management Services between Heard Construction Inc. and the School Board of Brevard County and EJH Landscape Architecture Drawings dated 6/16/22 outlining the following scope of Work:

1. Install DOT silt fence around 2 existing surface inlet structures only.
2. Import and install premium Command Compost to depth of 1" over entire new sod area.
3. Roto Till 2X directions Command Compost into existing soils and decaying biomass to approx. 5"-6" depth.
4. Compact and grade site to direct water to 2 existing storm water inlets located within the field area.
5. Install new irrigation system per plans.
6. Finish surface grade for smoothness in preparation for sod.
7. Take soil test, add necessary pre-plant nutrients.
8. Install certified 419 Bermuda sprigs
9. Execute 90 day complete grow in program for Bermuda grass turf, including top dressing, rolling, mowing, any and all weed/pest controls, etc.
10. Site clean up.
11. Wet Tap exiting irrigation water line . Install new water meter for irrigation system.
12. Installation of a 20 AMP 240/120 Volt Circuit from existing mobile home to the new irrigation control panel mounted to concrete post with stainless steel brackets.
13. Underground utility locates will be provided for this project.

HCI's GMP to provide Construction Management Services is **\$127,569.00**. We have shown and additive alternate of \$14,785.90 to provide full rolled sod and a thirty day grow in period. We have enclosed our "SBBC GMP Estimate" detailing the costs for this project. We have not included supervision for the duration of the project, only Project Manager site visits to monitor progress. A \$5,000.00 Project Contingency Allowance without fee markup is included. LuAnne Woodley will be HCI's Project Manager for the Project.

If a waiver is required for the reclaimed water during the grow in period it is the responsibility of the School Board to obtain the waiver from the City of Cape Canaveral. HCI will be happy to attend a kick off meeting with the City of Cape Canaveral.

There will be no Owner Direct Purchases (ODP's) for this Project.

This work will begin on receipt of your "Authorization to Proceed" and will be substantially completed by 12/31/22.

The Preliminary Project Schedule is as follows:

Board approval: 9/8/2022

Notice To Proceed issued - 9/9/2022

Start construction - 9/15/2022

Substantial Completion - 12/31/22

Final Completion - 1/31/23

We acknowledge that if Substantial Completion is not attained before 12/31/222 Liquidated Damages in the amount of \$1000.00 per day will be imposed. If HCI fails to attain Substantial Completion the Final Completion Date shall be reset to sixty days after the date of actual Substantial Completion and Liquidated Damaged will be imposed at \$500.00 per day.

QUALIFICATIONS, CLARIFICATIONS AND EXCLUSIONS

1. Any Building Official requirements not specifically included in this proposal are excluded.
2. Only work described in the above scope of work is included in this project.
3. All costs associated with the removal of hazardous materials, if encountered, is excluded.
4. A&E Fees are excluded
5. Installation of any silt fence around the property as none was specified. Silt fence will be installed around both existing concrete inlets only.
6. No surveying is included.
5. Underground utility locates are responsibility of General Contractor PRIOR to execution of any work.
6. Any supplemental dust control measures within the field of work, such as water truck, etc.
7. Painting/stripping of completed field.
8. Installation of any type of goal posts or soccer goal structures.
9. All Fencing is excluded.
10. Installation of a back flow preventer is excluded.

We thank you for this opportunity and look forward to your approval to proceed with this project.

If you have any questions please give me a call at (321) 403-6225 at your earliest convenience.

Sincerely,

Lu Anne Woodley
Heard Construction, Inc.

CC:



Project No 2204643500
BPS Cape View Playground Improvements

Estimate Type: 100% Documents Estimate Status: In Process
8/16/2022

Item Description	Qty	Unit	Unit Price	Extended Amount
0				
<u>CSI Division 0 - General Conditions</u>				
Project Executive	8	hrs	87.33	698.64
Project Manager	120	hrs	75.25	9,030.00
Project Manager Vehicle	1	month(s)	368.00	276.00
Project Manager Phone	1	month(s)	60.00	45.00
Project Accountant	8	hrs	58.14	465.12
Project Clerk	16	hrs	25.45	407.20
Reproduction and Printing	1	ls	75.00	75.00
CSI Division 0 - General Conditions Total				10,996.96
<u>CSI Division 1 - General Requirements</u>				
Dumpster	1	allowance	500.00	500.00
Utility Locates	1	allowance	2,500.00	2,500.00
CSI Division 1 - General Requirements Total				3,000.00
<u>CSI Division 26 - Electrical</u>				
Electrical Subcontractor	1	ls	1,760.00	1,760.00
20 AMP circuit installed in New irrigation Control Panel in Mobile Home on site				
CSI Division 26 - Electrical Total				1,760.00
<u>CSI Division 32 - Exterior Improvements</u>				
Irrigation Subcontractor	1	included	0.00	0.00
Sodding Subcontractor	1	ls	89,981.75	89,981.75
Includes compost mixing & top dressing				
CSI Division 32 - Exterior Improvements Total				89,981.75
<u>CSI Division 33 - Utilities</u>				
Water Utilities Subcontractor	1	allowance	6,500.00	6,500.00
Install reclaimed water meter and associated piping @ point of connection, includes wet tap				
CSI Division 33 - Utilities Total				6,500.00
Subtotal				112,238.71

Item Description	Qty	Unit	Unit Price	Extended Amount
1				
<u>CSI Division 32 - Exterior Improvements</u>				
Additive Alternate for Rolled Sod	1	LS	14,785.90	14,785.90
CSI Division 32 - Exterior Improvements Total				14,785.90
Subtotal				14,785.90

Notes		
	Estimated Cost Subtotal	127,024.61
	General Liability @ 0.26%	330.26
	Professional Liability @ 0.00%	<u>0.00</u>
	Subtotal	127,354.87
	Overhead @ 0.00%	<u>0.00</u>
	Subtotal	127,354.87
	Fee @ 7.85%	<u>10,000.03</u>
	Subtotal	137,354.90
	Contingency	5,000.00
	Pre-construction/Design	<u>0.00</u>
	Subtotal	142,354.90
	Bond @ 0.00%	<u>0.00</u>
	Total	142,354.90