



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

CANAVERAL CONSTRUCTION CO., INC.

FOR THE CONSTRUCTION OF:

SCHOOL: Freedom 7 Elementary School

PROJECT: Fire Restoration

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 Sixty-Three Thousand, Three Hundred Eighteen Dollars and Fifty-Five Cents (\$63,318.55) for the identified Sub-Project.
- 1.2 Basis of the GMP:
 - 1.2.1 Construction Documents: NA
 - 1.2.2 Exceptions, Clarifications and Exclusions: NA
 - 1.2.3 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 August 16, 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 August 31, 2022.
- 2.3 Project Schedule: NA

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 Eight Thousand, Two Hundred Twenty Dollars and Seventy Cents (\$8,220.70). **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 Nineteen Thousand, Three Hundred Twenty-One Dollars (\$19,321.00). 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 Freedom 7 Elementary School Fire Restoration and dated September 1, 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: NA
5.2 Final Completion: NA

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 _____ with respect to Owner's responsibilities:

David Martin, 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:

Tyler Edwards, 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: _____

**CANAVERAL CONSTRUCTION CO., INC.
(Consultant)**

By: Michael R. Harkcom
Print Name: Michael R. Harkcom
Title: V.P. Operations
Date: 9/6/22

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

ATTEST (WITNESS):
By: Christina Spencer
Print Name: CHRISTINA SPENCER
Title: CONTRACTOR

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



September 1, 2022

School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, Florida 32940

Attn: David Martin

Reference: Freedom 7 Elementary School Fire Restoration

Subject: Invoice

Dear Mr. Martin,

We are pleased to have been selected to provide services for the emergency restoration work at Freedom 7 Elementary School. Attached is an invoice outlining the costs incurred for this work. We have also attached a document outlining the entire scope of work that was performed as directed by the BPS team.

Invoice Total Cost:

\$63,318.55

Should you have any questions, please contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tyler Edwards'.

Tyler Edwards
Assistant Project Manager
Canaveral Construction Company Inc.



Summary of Services Performed

1. Complete demolition of bathrooms including:
 - a. Removal and safe off electrical circuits
 - b. Removal of fire alarm devices and install jumpers to allow remaining system to function
 - c. Removal of exhaust fans
 - d. Demolition of floor tile
 - e. Removal and pressure cleaning of all plumbing fixtures, partitions, and accessories
 - f. Demolition of all remaining finishes and stud walls down to bare structure
2. Remediation work inside bathrooms including:
 - a. Cleaning and painting duct penetrations from roof
 - b. Pressure cleaned soot from walls inside bathrooms
 - c. Applied Kilz Restoration odor blocking primer inside bathroom
 - d. Utilized hydroxyl treatments, carbon vapor filters, and HEPA filters inside bathroom to deodorize
3. Remediation work in building 3 including:
 - a. Replacement of all HVAC air filters twice in each classroom using a combination of OFCI and CFCI filters
 - b. Utilized hydroxyl treatments, carbon vapor filters, and HEPA filters inside classrooms to deodorize
 - c. Replaced all ACT ceiling tiles inside entire building 3
 - d. Performed structural clean of first two classrooms which consisted of wiping down all surfaces above ceiling and below and HEPA vacuuming every surface

Project: **Freedom 7 Bathroom Fire Demolition**

Client: BPS

Addendum:



LINE ITEM DETAIL							
DESCRIPTION	Duration	Unit	Unit Rate	Labor	Equipment	Other	TOTAL
DIV 1	GENERAL CONDITIONS						
Project Executive	16	HRS	94.52	1,512			
Project Superintendent	135	HRS	53.75	7,256			
Project Manager	48	HRS	93.72	4,499			
Project Engineer	4	HRS	43.57	174			
Project Accountant	10	HRS	54.04	540			
Field Labor	32	HRS	27.50	880			
Cell Phones	1	MON	109.00			109	
Superintendent Vehicle	1	MON	1,150.00		1,150		
PM Vehicle	1	MON	575.00		575		
				14,862	1,725	109	16,696
DIV 1	GENERAL REQUIREMENTS						
Dumpster Pulls	3	PULLS	500		1,500		
Small Tools	1	MON	350			350	
Site Safety / PPE / First Aid Supplies	1	MON	250			250	
Daily Clean	15	HRS	35	525			
				525	1,500	600	2,625
DIV 2	Existing Conditions						
Perform Fire Cleaning and Deodorization on Bathroom and Two Classrooms	2800	CCCI	20253.34	9650	Sub 3	Sub 4	Sub 5
<i>Includes hydroxyl treatment with hot thermal fog, Carbon Vapor Filters, and HEPA filters</i>			20,253.34				
<i>Vacuum and Clean all surfaces in areas affected</i>							
Perform Demolition of Bathroom down to bare block and coat with odor blocking primer				9,650			
<i>Pressure wash all partitions, plumbing fixtures, and other items to be reused</i>							
Demo floor tile in bathrooms	2,800						
							\$ 32,703.34
DIV 9	Finishes						
Remove and replace all ceiling tiles in the entire building 3		CCCI	1777.24				
<i>Labor and equipment only. Ceiling tiles provided by school</i>			1,777.24				
							\$ 1,777.24
DIV 23	HVAC						
Procure air filters for HVAC units in the affected building		CCCI	281.68				
			281.68				
							\$ 281.68
DIV 26	ELECTRICAL						
Demo existing electrical system and safe off all exposed conductors		CCCI	300				
			300				
							\$ 300.00
DIV 28	FIRE ALARM						
Demo existing fire alarm and make connections to allow system to function		CCCI	421.58				
			421.58				
							\$ 421.58
							\$ 54,804.65
							FEE 15%
							\$ 8,220.70
							GENERAL LIABILITY 0.535%
							\$ 293.20
							PROJECT TOTAL
							\$ 63,318.55