



**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: Meadowlane Primary School

PROJECT: Duct Insulation 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 Fifty-One Thousand, Eight Hundred Twenty-Nine Dollars and Thirty-Three Cents (\$51,829.33) for the identified Sub-Project.
- 1.2 Basis of the GMP:
 - 1.2.1 Construction Documents: NA
 - 1.2.2 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.
 - 1.2.3 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 January 3, 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 February 3, 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 Six Thousand, Two Hundred Twenty-Four Dollars and Fifty-Four Cents (\$6,224.54). **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 Five Thousand, Six Hundred Sixty-Seven Dollars and Fifty Cents (\$5,667.50). 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 Meadowlane Primary School Duct Insulation Replacement and dated November 3, 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 Five Hundred Dollars (\$500.00) as liquidated damages for each day that Substantial Completion extends beyond the Substantial Completion Date.
- 5.2 Final Completion: Construction Manager shall pay Owner Two Hundred Fifty Dollars (\$250.00) 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:

Christopher Gerber, 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:

Lu Anne 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: _____
_____, Chairperson
Date Approved: _____

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

By: _____
Print Name: AMY DAY
Title: PRESIDENT
Date: 11/3/2022

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

ATTEST (WITNESS):
By: _____
Print Name: LOANNE WOODLEY
Title: VICE PRESIDENT

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

November 3, 2022

HCI Project 2204644000

PO#

School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, FL 32940-6699

BPS Meadowlane Duct Insulation Replacement

Attn: Chris Gerber

Subject: BPS CM Meadowlane Duct Insulation Replacement - REV

Dear Chris,

At your request we are providing our proposal for CM Services for Meadowlane Primary Duct Repair Project. All work will be subject to terms and conditions as stipulated in the Continuing Contract for CM Services between Heard Construction Inc. and the School Board of Brevard County.

1. Remove canopy dome and soffit to expose duct work
2. Demo & remove supply and return duct insulation on crossover canopy between buildings 3 & 5
3. Provide & install one inch Armaflex insulation on supply and duct on crossover canopy between building 3 & 5
4. Demo & remove existing original insulation on medium pressure duct in classroom 508
5. Provide & install new insulation on medium pressure duct in classroom 508
6. Re-insulate duct in storage room
7. Mobilization of equipment & materials
8. Clean-up & supervision
9. Tax & warranty

HCI's proposed price for CM Services is \$51,829.33. We have included \$4,000.00 contingency. We have enclosed our Project Estimate of Construction CM costs.

This work will begin on receipt of your "Notice to Proceed" and will be completed per the following schedule:

BPS Approval of CM Services: 11/23/2022 Receipt of
Notice To Proceed (NTP): 11/28/2022
On Site Repair Services 12/22/2022 through 1/4/2023
Substantial Completion Date: 1/3/2023
Final Completion Date: 2/3/2023

EXCLUSIONS AND CLARIFICATIONS

1. A&E design fees are excluded.

We thank you for this opportunity and look forward to working with you on the project.

Sincerely,

Lu Anne Woodley

Heard Construction, Inc.

CC:



Project No 2204644000
BPS Meadowlane Duct Insulation Replacement

Estimate Type: Estimate Status: In Process
11/3/2022

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	8	hrs	75.25	602.00
Project Superintendent	80.00	hrs	50.00	4,000.00
Superintendent Phone	.5	month(s)	65.00	32.50
Project Accountant	4	hrs	58.14	232.56
Project Clerk	4	hrs	25.45	101.80
CSI Division 0 - General Conditions Total				5,667.50
<u>CSI Division 9 - Finishes</u>				
General Works Contractor R & R dome and soffit	1	ls	7,946.40	7,946.40
CSI Division 9 - Finishes Total				7,946.40
<u>CSI Division 23 - HVAC</u>				
HVAC Air Distribution Subcontractor	1	ls	27,883.00	27,883.00
CSI Division 23 - HVAC Total				27,883.00
Subtotal				41,496.90
Estimated Cost Subtotal				41,496.90
Overhead @ 0.00%				<u>0.00</u>
Subtotal				41,496.90
Fee @ 15.00%				<u>6,224.54</u>
Subtotal				47,721.44
Contingency				4,000.00
Pre-construction/Design				0.00
General Liability @ 0.26%				107.89
Professional Liability @ 0.00%				0.00
Builders Risk Insurance				
Subcontractor Bonds				
Subtotal				51,829.33
Bond @				<u>0.00</u>
Total				51,829.33



CAC1814913

QB46205

Reliable Services Group, LLC
2651 North Design Court · Sanford, FL 32773
Phone: 407-737-6989 · Fax: 321-363-4981
tim@reliaserv.com

October 13, 2022

Ms. Lu Anne Woodley
Heard

Re: Meadowlane Crossover Insulation

Dear Ms. Woodley,

We are pleased to offer this proposal per request at the above referenced project. We include in our scope.

- Demo & remove supply & return duct insulation on (1) crossover canopies into adjacent classroom building's
- Provide & install one inch Armaflex insulation on duct in crossover canopies
- Demo & remove existing original insulation on medium pressure duct in classroom 508
- Provide & install new insulation on medium pressure duct in classroom 508
- Re-insulate duct in storage room
- Mobilization of equipment & materials
- Clean-up & supervision
- Tax & warranty

TOTAL COST: **\$ 27,883.00**

Exclusions:

- Repairs to existing equipment, roofing
- Drywall cutting or patching
- Electrical, fire damper framing, fire alarm connections
- Engineered drawings

Thank you for the opportunity to quote this project. Please contact me at 407-456-1663 if you have any questions.

Sincerely,

Timothy S. Engley
Reliable Services Group

