



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

CONSTRUCTION MANAGEMENT SERVICES/RFQ #18-Q-091-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: Merritt Island High School

PROJECT: Food Service Remodel

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 Million, Twenty-One Thousand, One Hundred Twenty-Four Dollars and Ninety-Seven Cents (\$1,021,124.97) 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 Architects RZK, Inc., titled Merritt Island High School Food Service Remodel and dated January 28, 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 July 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 October 31, 2022.
- 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 Sixty-Two Thousand, One Hundred Thirty Dollars and Fifty Cents (\$62,130.50). **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 One Hundred Nine Thousand, Nine Hundred Fifty-Three Dollars and Nineteen Cents (\$109,953.19). 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 Satellite High School Food Service Remodel and dated February 24, 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:

Christopher Payne, 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:

Brianna Burton, 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: _____
Misty Belford, Chairperson
Date Approved: _____

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

By: _____
Print Name: Andy Day
Title: President
Date: 3/7/22

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

ATTEST (WITNESS):
By: _____
Print Name: Lu Anne Warden
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

EXHIBIT C-1

CONTINUING CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR CONSTRUCTION PROJECTS NOT TO EXCEED \$2,000,000 &
FOR STUDIES WITH A FEE NOT TO EXCEED \$200,000
OR AS ALLOWED BY SCHOOL BOARD POLICY

RFQ #18-Q-091-DR

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

Date: March 7, 2022

Project Name/Number: Food Service Remodel

Project Location(s): Merritt Island High School

LIST OF CONTRACT DOCUMENTS

Number	Title	Date
LS-0.0	Life Safety Code Compliance Information	1/28/2022
LS-0.1	Life Safety Code Compliance Information	1/28/2022
LS-1.0	Life Safety Plan	1/28/2022
A-0.0	Demolition Floor Plan	1/28/2022
A-1.0	New Floor Plan	1/28/2022
A-1.1	New Enlarged Plan	1/28/2022
A-1.2	New Equipment Plan	1/28/2022
A-1.3	New Finishes Plan	1/28/2022
A-2.0	New Reflected Ceiling Plan	1/28/2022
A-3.0	Building Section & Details	1/28/2022
A-3.1	Interior Elevations	1/28/2022
A-3.2	Interior Elevations	1/28/2022
A-4.0	Door-Frame Types & Hardware Sets	1/28/2022
A-4.1	Window Types & Details	1/28/2022
A-5.0	Wall Types	1/28/2022
SP-1.0	Architectural Specifications	1/28/2022
SP-1.1	Architectural Specifications	1/28/2022
M-1	Mechanical Legend & Specifications	1/28/2022
M-2	Mechanical Demolition Plan	1/28/2022
M-3	Mechanical Plan	1/28/2022
M-4	Mechanical Schedules & Details	1/28/2022
MS-1	Mechanical Specifications	1/28/2022
P-1	Plumbing Legend & Specifications	1/28/2022
P-2	Plumbing Demolition Plan	1/28/2022
P-3	Plumbing Plan	1/28/2022
E-1	Electrical Legend & Specifications	1/28/2022
E-2	Electrical Demolition Plan	1/28/2022
E-3	Electrical Plan	1/28/2022
E-4	Electrical Schedules	1/28/2022



Heard Construction, Inc.

95 East Hall Road (32953)
PO Box 540218
Merritt Island, FL 32954
Ph 321-452-5494 Fax 321-452-6946

March 4, 2022

HCI Project 2204640900

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

PO#

BPS MIHS Food Service Remodel

Attn: Chris Payne

Subject: CM GMP Proposal for Merritt Island High School Food Service Remodel - Revised 2

Dear Chris,

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 RZK Architects/DDC Engineering drawings and specifications dated 1/28/22 outlining the following scope of work:

1. Demo and remove existing walls, ceilings & flooring per plan.
2. Removal and replacement of concrete slab to accommodate new walls, plumbing, mechanical & electrical installations.
3. Installation of new partition walls per plan.
4. Installation of new doors, frames and hardware per Plan.
5. Installation of new storefront windows and doors, including ready access windows.
6. Installation of new floor and wall tile finishes per Plan.
7. Installation of new acoustical & drywall ceilings per Plan.
8. Painting renovated area walls, soffit/ceilings, doors and frames per Plan.
9. Installation of specified accessories and stainless steel corner guards.
10. Installation of 12 new Room signs per Plan.
11. Installation of new plumbing per plan.
12. Installation of new HVAC per plan.
13. Installation of new electrical and per plan.
14. Installation of new conduit for Data Drops at Serving lines.
15. Fire sprinkler system and associated piping modified to accommodate new Installations.

HCI's GMP to provide Construction Management Services is **\$1,021,124.97**. We have enclosed our "SBBC GMP Estimate" detailing the costs for the project. We have included supervision for the duration of the project. A \$50,000.00 Project Contingency Allowance without fee markup is included. Brianna Burton will be HCI's Project Manager and Shannon Harrington will be HCI's full time on-site Superintendent.

We will provide estimated Owner Direct Purchases (ODP's), including sales tax, within a few days of your acceptance of this Proposal.

This work will begin on receipt of your "Authorization to Proceed" and will be substantially completed during the upcoming summer recess. It is our intention to substantially complete the project by 7/31/22. The Preliminary Project Schedule is as follows:

Board approval: 3/22/22

Notice To Proceed issued - 3/23/22

Start construction - 5/31/22

Substantial Completion - 7/31/22

Final Completion - 10/31/22

We acknowledge that if Substantial Completion is not attained before 7/31/22 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 the ninetieth (90th) day 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. We have excluded HCI Commissioning costs.
4. The Fire Sprinkler installation excludes raising any mains or branch lines.
5. HCI will move the existing ice machine and re-install in the new location.
6. The mop sink is not denoted on the Plumbing Fixture Schedule. HCI will install a molded stone basin with stainless steel drain.
7. We have included a \$15,000.00 Allowance for the Fire Alarm work. Simplex was non responsive at Bid Time.
8. We have included a \$25,000.00 allowance for BAS Controls. No pricing was received at Bid Time.

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) 537-7449 at your earliest convenience.

Sincerely,

Brianna Burton

Brianna Burton
Heard Construction, Inc.

CC:



Project No 2204640900
BPS MIHS Food Service Remodel

Estimate Type: 100% Documents Estimate Status: In Process
3/4/2022

Item Description	Qty	Unit	Unit Price	Extended Amount
0 Base Pricing				
<u>CSI Division 0 - General Conditions</u>				
Project Executive	40	hrs	88.38	3,535.20
Project Manager	132	hrs	76.02	10,034.64
Project Manager Vehicle	1	month(s)	375.00	375.00
Project Manager Phone	1	month(s)	55.00	55.00
Project Superintendent	880	hrs	52.29	46,015.20
Project Superintendent Vehicle	3	month(s)	375.00	1,125.00
Project Superintendent Phone	3	month(s)	55.00	165.00
Project Superintendent Nights and Weekend Work	150	hrs	52.29	7,843.50
Project Accountant	20	hrs	58.85	1,177.00
Project Clerk	50	hrs	25.39	1,269.50
Printing & Reproduction	1	ls	250.00	250.00
Postage	3	month(s)	100.00	300.00
CSI Division 0 - General Conditions Total				72,145.04
<u>CSI Division 1 - General Requirements</u>				
Dumpster	10	each	500.00	5,000.00
Utility Locates	1	allowance	2,500.00	2,500.00
General Labor	348	hrs	25.00	8,700.00
Testing & Inspection Services Soils and concrete testing	1	allowance	2,000.00	2,000.00
Temp Barriers & Enclosures Protective fence around Kitchen Hood	1	ls	1,600.00	1,600.00
Final Cleaning	1	allowance	3,500.00	3,500.00
Move & Protect kitchen equipment Includes move back into kitchen	1	ls	1,900.00	1,900.00
Submittals	1	allowance	500.00	500.00
As-Built Documentation	1	allowance	500.00	500.00
Operations/Maintenance Data	1	allowance	500.00	500.00
Kitchen Hood Fire Protection Service	1	allowance	2,000.00	2,000.00

Item Description	Qty	Unit	Unit Price	Extended Amount
CSI Division 1 - General Requirements Total				28,700.00
<u>CSI Division 2 - Existing Conditions</u>				
Demolition Subcontractor All demolition including 2000 sf of concrete slab to accommodate new u.g. plumbing installations	1	ls	73,575.00	73,575.00
Demolition Subcontractor Remove concrete floor for demo of existing u.g. piping	2000	sf	10.00	20,000.00
CSI Division 2 - Existing Conditions Total				93,575.00
<u>CSI Division 3 - Concrete</u>				
Cast-in-Place Concrete Subcontractor Pour back concrete floors in kitchen and Cafeteria	2000	sf	16.00	32,000.00
CSI Division 3 - Concrete Total				32,000.00
<u>CSI Division 6 - Wood and Plastics</u>				
Architectural Casework SS Countertops at serving counter	1	ls	7,500.00	7,500.00
CSI Division 6 - Wood and Plastics Total				7,500.00
<u>CSI Division 7 - Thermal and Moisture Protections</u>				
Membrane Roofing Subcontractor Roof penetration repair allowanve	1	allowance	2,500.00	2,500.00
CSI Division 7 - Thermal and Moisture Protections Total				2,500.00
<u>CSI Division 8 - Openings</u>				
Doors, Frames and Hardware Subcontractor Provide & Install 1 double & 6 each single door systems per Plan	1	ls	26,190.00	26,190.00
Entrances, Storefront/Curtain Wall Subcontractor Ready access windows and storefront doors per plan	1	ls	38,594.00	38,594.00
CSI Division 8 - Openings Total				64,784.00
<u>CSI Division 9 - Finishes</u>				
Tile Subcontractor tile floors in Serving lines/kitchen area, wall tile & base, includes 2000 SF tile & 200 LF base of quarry tile patch in the kitchen areas where new plumbing is installed.	1	ls	122,140.00	122,140.00
Tile Subcontractor Additional tile allowance	1	allowance	10,000.00	10,000.00
Ceilings Subcontractor New Ceilings	1	ls	38,103.00	38,103.00
Painting and Coatings Subcontractor	1	ls	9,000.00	9,000.00
Plaster and Gypsum Board Subcontractor Perimeter walls furred out for tile application & interior metal stud/drywall walls	1	ls	81,820.00	81,820.00
Tile Subcontractor Cultured marble window sills and tops for M5 wing walls	60	ls	100.00	6,000.00
Stucco Subcontractor Stucco finish @ removed double doors	100	sf	25.00	2,500.00

Item Description	Qty	Unit	Unit Price	Extended Amount
Tile Subcontractor Tile walls to 3' @ Mop Sink	30	sf	18.00	540.00
CSI Division 9 - Finishes Total				270,103.00
<u>CSI Division 10 - Specialties</u>				
Signage 12 Room signs installed	1	ls	1,063.58	1,063.58
Wall and Door Protection Additional Corner guard allowance for 9' corner guards	1	allowance	1,800.00	1,800.00
Toilet, Bath, and Laundry Accessories Includes 5 each Fire Extinguishers & 45 each stainless steel corner guards	1	ls	5,135.00	5,135.00
Safety Specialties (Fire Extinguishers, AED's, etc) Fire extinguishers (5 each)	1	included	0.00	0.00
CSI Division 10 - Specialties Total				7,998.58
<u>CSI Division 12 - Furnishings</u>				
Countertops	1	ls	13,730.00	13,730.00
CSI Division 12 - Furnishings Total				13,730.00
<u>CSI Division 21 - Fire Suppression</u>				
Fire Extinguishing System Subcontractor Raising mains or branch lines is excluded, Work to include Adjusting heads To accommodate new construction.	1	ls	16,200.00	16,200.00
CSI Division 21 - Fire Suppression Total				16,200.00
<u>CSI Division 22 - Plumbing</u>				
Plumbing Subcontractor	1	ls	50,393.00	50,393.00
Plumbing Subcontractor Mop sink	1	allowance	2,500.00	2,500.00
CSI Division 22 - Plumbing Total				52,893.00
<u>CSI Division 23 - HVAC</u>				
HVAC Subcontractor	1	ls	58,244.00	58,244.00
Instrumentation and Control for HVAC Subcontractor	1	allowance	25,000.00	25,000.00
CSI Division 23 - HVAC Total				83,244.00
<u>CSI Division 26 - Electrical</u>				
Electrical Subcontractor Excludes Fire Alarm work	1	ls	85,000.00	85,000.00
CSI Division 26 - Electrical Total				85,000.00
<u>CSI Division 27 - Communications</u>				
Data Communications Subcontractor Data Drops	1	allowance	3,500.00	3,500.00
CSI Division 27 - Communications Total				3,500.00

Item Description	Qty	Unit	Unit Price	Extended Amount
<u>CSI Division 28 - Electronic Safety and Security</u>				
Fire Detection and Alarm Subcontractor No pricing received from Simplex at bid time	1	allowance	15,000.00	15,000.00
CSI Division 28 - Electronic Safety and Security Total				15,000.00
<u>CSI Division 31 - Earthwork</u>				
Soil Treatment Subcontractor Soil treatment	1	allowance	850.00	850.00
CSI Division 31 - Earthwork Total				850.00
0 Base Pricing Subtotal				849,722.62
1 Walk in Cooler Freezer work				
<u>CSI Division 23 - HVAC</u>				
HVAC Subcontractor Add for Walk in cooler/freezer work	1	ls	18,891.00	18,891.00
CSI Division 23 - HVAC Total				18,891.00
1 Walk in Cooler Freezer work Subtotal				18,891.00
2 Replace AHU-H3				
<u>CSI Division 23 - HVAC</u>				
HVAC Subcontractor Add for replaceing AHU-H3	1	ls	18,965.00	18,965.00
CSI Division 23 - HVAC Total				18,965.00
2 Replace AHU-H3 Subtotal				18,965.00
Estimated Cost Subtotal				887,578.62
Overhead @ 0.00%				<u>0.00</u>
Subtotal				887,578.62
Fee @ 7.00%				<u>62,130.50</u>
Subtotal				949,709.12
Contingency				50,000.00
Pre-construction/Design				0.00
General Liability @ 0.26%				2,307.70
Professional Liability @ 0.00%				0.00
Builders Risk Insurance				0.00
Subcontractor Bonds				<u>10,000.00</u>
Subtotal				1,012,016.82
Bond @ 0.90%				<u>9,108.15</u>
Total				1,021,124.97