

EXHIBIT C

**GUARANTEED MAXIMUM PRICE AMENDMENT
TO
AGREEMENT FOR DESIGN BUILD SERVICES**

BY AND BETWEEN

W&J CONSTRUCTION CORPORATION

AND

SCHOOL BOARD OF BREVARD COUNTY
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940
PHONE: (321) 633-1000
FAX: (321) 633-4646

FOR THE CONSTRUCTION OF:

**VIERA HIGH SCHOOL
CLASSROOM ADDITION
RFQ #22-208-Q-DR**

July 29, 2022

ARTICLE 1. GUARANTEED MAXIMUM PRICE (GMP)

- 1.1 Guaranteed Maximum Price (GMP): Design Builder guarantees that it shall not exceed a Guaranteed Maximum Price (GMP) of Five Hundred Thirty-Seven Thousand, Eight Hundred Fifty-Five Dollars and Seventy-Two Cents (\$537,855.72) 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 Contract Construction Documents, prepared by Design Builder.
 - 1.2.2 List of Construction Documents identified in Article 7 of this Guaranteed Maximum Price Amendment.
 - 1.2.3 Exceptions, Clarifications and Exclusions: The Scope of Work defined in the Construction Contract Documents and/or Design Criteria package shall be modified and/or clarified as identified in Article 8 of this Guaranteed Maximum Price Amendment.

ARTICLE 2. PROJECT TIME

- 2.1 Substantial Completion Date: Substantial Completion of the Work shall be achieved in accordance with the CPM schedule attached hereto.
- 2.2 Final Completion Date: Final completion of the Work shall be achieved in accordance with the CPM schedule attached hereto.
- 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 Design Builder's Schedule upon approval of this Guaranteed Maximum Price Amendment.

ARTICLE 3. DESIGN BUILDER FEE

- 3.1 Design Builder Fee: The Design Builder Fee for the Project shall be a Lump Sum of Twenty-Five Thousand, Two Hundred Fifty-Eight Dollars and Eight Cents (\$25,258.08). **Note: All allowances will be on a Not-To-Exceed basis. All unused funds will be returned to the School District at the time of construction close-out. 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 Six Thousand, Three Hundred Thirty-Three Dollars and Thirty-Seven Cents (\$6,333.37). General Conditions costs shall be reimbursed at Design Builder's actual cost. **General Conditions costs shall be in compliance with the General Conditions to the Agreement for Design Build Services (Exhibit A) and are identified in the attached document prepared by the Design Builder.**
Note: Labor rates are subject to project audit and will be paid at Design Builder's current rate verification.

ARTICLE 5. LIQUIDATED DAMAGES

- 5.1 Substantial Completion: Design Builder 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: Design Builder 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 Project Manager to provide direct interface with Design Builder with respect to Owner’s responsibilities.

Chris Gerber **Owner’s Project Manager**

- 6.2 Design Builder’s Representative: Design Builder designates the individual listed below as its Design Builder’s Representative to provide direct interface with Owner with respect to Design Builder’s responsibilities.

Chad Lastin **Design Builder’s Project Manager**

ARTICLE 7. LIST OF CONSTRUCTION CONTRACT DOCUMENTS

- 7.1 Drawings: Listed below are the Drawings developed by the Design Builder and their issue Date which is the basis of this Guaranteed Maximum Price Amendment:

NA

- 7.2 Specifications: Listed below are the Specification Sections developed by the Design Builder and their issue Date which is the basis of this Guaranteed Maximum Price Amendment:

NA

ARTICLE 8. EXCEPTIONS, EXCLUSIONS AND CLARIFICATIONS

- 8.1 Exceptions and Exclusions: Listed below are specific Exceptions and Exclusions identified by the Design Builder during the development of this Project Design and Bidding:

NA

- 8.2 Clarifications: Listed below are specific Clarifications identified by the Design Builder during the development of this Project Design and Bidding:

NA

SIGNATURE PAGE:

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

By: _____
Misty Belford, Chairperson

ATTEST (WITNESS):

By: _____
Mark W. Mullins, Ed.D.
Superintendent

Date: _____

**DESIGN BUILDER:
W&J CONSTRUCTION CORPORATION**

By: er st

Print Name: Erik Costin

Title: Vice President

Date: 07/29/2022

ATTEST (WITNESS):

By: Shelley Sutherland

Print Name: Shelley Sutherland

Title: Corp. Secretary

END OF EXHIBIT C



July 27, 2022 Revised July 28, 2022

Christopher Gerber
Brevard County School Board

Via email: Gerber.Christopher@Brevardschools.org

RE: Viera High School Classroom Addition Early Order Steel Package

Dear Mr. Gerber:

W+J Construction Corporation is pleased to provide this early order steel package for **Five Hundred Thirty-Seven Thousand, Eight Hundred Fifty-Five Dollars and Seventy-Two Cents (\$537,855.72)** for the project located at 6301 Stadium Pkwy., Viera, Florida per the MK Structural plans dated 07.08.22.

Attached is our early order bid breakdown along with the sub-contractors quote and breakdown as well. Sub-contractor must receive Letter of Intent by Friday, August 5, 2022, for this price to hold.

Structural steel bid tabulation to be sent over on Thursday, July 28th, 2022.

If you have any questions or require further information, please do not hesitate to contact Steve Carlyle at 321.632.7660 or steve@wjconstruction.com.

Sincerely,
W+J Construction Corp.

A handwritten signature in blue ink that reads 'er st'.

Erik Costin
Vice President

Item	Div	Description	Material	Labor	Sub	Notes/Subs
1		General Conditions				
		Project Engineer Shops Review	0	1,761.60	0	40 Hrs @44.04
5		Metals				
		Fabricated Structural Steel Material -Includes Shop Drawings	0	0	503,400.00	HMB Steel
		Subtotals	0	1,761.60	503,400.00	
		Labor Burden <i>(Included in Rates)</i>	0	0	0	
			0	1,761.60	1,761.60	
		Sub Total			505,161.60	
		Building Permit and Impact Fees			0	By Owner
		Cost			505,161.60	
		Construction Manager Fee	5.00%		25,258.08	
		Early Order Steel Package			530,419.68	
		Contingency	0.00		0	In Final GMP
		Escalation	0.00		0	
		Bond			4,571.77	
		General Liability			2,864.27	
		Professional Liability for Design Build			0	In Final GMP
		Builders Risk			0	In Final GMP
		Total Early Order Steel			537,855.72	



HMB Steel Corp
4080 Pines Industrial Ave
Rockledge, Fl 32955
Phone: 321-636-6511
Fax: 321-636-0270
E-Mail: Info@Hmbsteel.com

MEMO

PROJECT: VIERA HS CLASSROOM ADDITION – PERMIT SET 7/8/22
ARCHITECT: JTK ARCH
CONTRACTOR: W&J CONSTRUCTION CORP.

Here is the breakdown you requested:

Fabricated Material \$503,400.00

HMB STEEL CORPORATION

By: 
Forrest F. Brewton
Title: CEO
Date: July 26, 2022



STATE CERTIFIED W/MBE