

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
PORTABLE RELOCATION
RFP #22-208-Q-DR**

May 10, 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 Three Hundred Thirty-Three Thousand, Six Hundred Fifty-Eight Dollars (\$333,658.00) 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 Fourteen Thousand, Six Hundred Five Dollars (\$14,605.00). **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 Fifty-Four Thousand, Three Hundred Twelve Dollars (\$54,312.00). 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 Laston 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:

See attached proposal dated May 10, 2022.

- 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:

See attached proposal dated May 10, 2022.

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:

See attached proposal dated May 10, 2022.

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

See attached proposal dated May 10, 2022.

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: 

Print Name: ERIK COSTIN

Title: VICE PRESIDENT

Date: 05/10/2022

ATTEST (WITNESS):

By: 

Print Name: Shelley Sutherland

Title: Corp. Secretary

END OF EXHIBIT C



May 10, 2022

Chris Gerber
Brevard Public Schools

Via email: gerber.christopher@brevardschools.org

RE: Viera High School Portable Relocation

Dear Mr. Gerber,

W+J Construction Corporation is pleased to provide a base bid estimate of **Three Hundred Thirty Three Thousand Six Hundred Fifty Eight Dollars (\$333,658.00)** for the project located at 6103 Stadium Pkwy., Melbourne, Florida per the Construction Engineering Group Civil plans dated 04/11/22, MK Structural Engineering dated 03/31/2022, and Construction Engineering Group Electrical plans dated 04-11-22; cost breakdown is attached.

Scope with Clarifications and Exclusions:

- 1) Costs for building permit is excluded.
- 2) Builder's risk is included.
- 3) Payment & performance bond is included.
- 4) Painting of interior wall surface is excluded.
- 5) All canopy scope is excluded.
- 6) We have assumed the new intercom and fiber can be ran in the existing conduit back to the main CER.
- 7) We have assumed all existing electrical gear, conduit and circuits retained for reuse are in good working condition and meet NEC requirements.
- 8) We have included a 5% project contingency.
- 9) All work to be completed during daytime hours.

We appreciate this opportunity to provide this estimate. If you have any questions or require further information, please do not hesitate to contact me at 321.632.7660 or at chris@wjconstruction.com.

Sincerely,

W+J Construction Corp.
A Florida Corporation

Chris Brunson

Chris Brunson

Item	Div	Description	Material	Labor	Sub	Subcontractor Name
		<i>Portable Relocation</i>				
	1	<i>General Conditions</i>				
1		General Conditions	0	35,966	13,746	W&J
1a		Architects CA	0	0	6,500	JTKA
1b		GPR for CW Lines	0	0	1,500	Allowance
	3	<i>Concrete</i>				
2		Concrete	0	0	6,890	Leo's
2a		-Electrical Equipment Pad	0	0	1,200	Allowance
		<i>Steel</i>				
3		Railing Relocation/Repairs	0	0	1,500	Allowance
	6	<i>Woods and Plastics</i>				
4		Hardy Board Trim & Repair Allowance	0	0	5,391	Allowance
	7	<i>Thermal and Moisture</i>				
5		Roofing Patch Allowance	0	0	4,500	Allowance
	8	<i>Openings</i>				
6		Replace Rusted Door Hardware	0	0	1,927	Pro-Tech
	9	<i>Finishes</i>				
7		Acoustic Ceiling Repair Allowance	0	0	1,335	Allowance
8		Flooring Allowance	0	0	0	Excluded
9		VCT Strip and Wax	0	0	1,769	BPS Must Empty Portables
10		Exterior Painting	0	0	6,400	Dave Goodman
	10	<i>Specialties</i>				
11		Canopy Allowance	0	0	0	Excluded
	13	<i>Special Construction</i>				
12		Portable Relocations	0	0	74,442	TA Youngblood & Sons
12a		-Ramp Relocations	0	0	0	In Line 12
12b		-Skirt Install/Repair	0	0	0	In Line 12
	23	<i>HVAC</i>				
13		Inspection and Service	0	0	1,228	Schwenn
13a		Repair Allowance	0	0	1,500	Allowance
	26	<i>Electrical</i>				
14		Electrical	0	0	80,200	Boys
14a		-Fire Alarm	0	0		In Line 14
14b		-Intercom	0	0		In Line 14
14c		-Data	0	0		In Line 14
14d		- Bulb Replacement Allowance	0	0	0	By Owner
14e		-Replace Exterior Lighting Allowance	0	0	0	By Owner
	31	<i>Earthwork</i>				
15		Demo Sidewalks	0	0	0	In Line 15a
15a		Clear and Grade Pad and Compact	0	0	36,000	Goodson
15b		-Additional Mob If Required	0	0	4,000	Allowance
	32	<i>Exterior Improvements</i>				
16		Sod Around Portables	0	0	2,500	Allowance
17		Irrigation Repair	0	0	1,200	Allowance
18		Temporary Fence/Gate	0	0	2,400	Allowance
		Subtotals	0	35,966	256,128	
		Labor Burden (included in rates)	0	0		
		Total	0	35,966	35,966	

Item	Div	Description	Material	Labor	Sub	Subcontractor Name
					292,094	
		Permits			0	No Cost
		Cost			292,094	
		Contractors Fee	5.0%		14,605	
		Total Construction Cost			306,699	
		Contingency (%)	5.0%		15,335	
		Bond			4,600	
		General Liability Insurance (%)			1,656	
		Professional Liability			4,324	
		Builders Risk			1,043	
		Total Project Cost			333,658	

General Conditions
Project: Viera HS Portable

Cal. Days: Months :
Work Days: Weeks: 10

Description	No.	Calculation	Qty	Unit	U.P. Mat'l	Material	U.P. Labor	Labor
Project Manager			100	hrs	0	0	80	8,040
Project Engineer			40	hrs	0	0	40	1,608
General Superintendent			20	hrs	0	0	80	1,608
Superintendent			400	Hrs	0	0	60	24,120
Accountant			8	hrs	0	0	74	590
Project Team Vehicles			2.5	mon	1,085	2,711	0	0
Telephone			2.5	mon	140	350	0	0
Plan Grid			2.5	mon	90	225	0	0
Ice Water			50	wd	3	150	0	0
Layout			1	ls	2,500	2,500	0	0
Surveys & As-Builts			1	ls	1,200	1,200	0	0
Close Out Documents			1	ls	800	800	0	0
Toilets			2.5	mon	240	600	0	0
Daily Clean Up			50	wd	30	1,500	0	0
Final Clean Up			1,000	sf	0.29	290	0	0
Dump Fees			1	loads	500	500	0	0
Testing			1	ls	900	900	0	0
Safety/First Aid			1	ls	200	200	0	0
Barricades			3	ls	265	795	0	0
Fire Protection/Extinguishers			3	ea	75	225	0	0
Misc Small Tools			1	ls	800	800	0	0
						-----		-----
TOTAL						13,746		35,966