EXHIBIT C

GUARANTEED MAXIMUM PRICE

TO THE CONTINUING CONTRACT FOR

DESIGN/BUILD SERVICES/RFQ #17-Q-078-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: Southwest Middle School

PROJECT: Courtyard Canopy Repairs
ARTICLE 1. GUARANTEED MAXIMUM PRICE (GMP)

1.1.1 Guaranteed Maximum Price (GMP): Design Builder guarantees that it shall not exceed a Guaranteed Maximum Price (GMP) of Five Hundred Eighty-Nine Thousand, Two Hundred Eighteen Dollars and Twenty Cents ($589,218.20) 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.

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 the Design Builder’s proposal.

1.2.3 Truth-In-Negotiation: The Design Builder 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 Design Build Services shall be achieved by August 1, 2019.

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 Design Build Services shall be achieved by October 1, 2019.

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 CPM Schedule upon approval of its Guaranteed Maximum Price Amendment.

ARTICLE 3. DESIGN BUILD FEE

3.1 Design Build Fee: The Design Builder Fee for the Project shall be either a ☒Lump Sum or ☐Not-To-Exceed Fee (Check Correct Type – Reference Sub-Project Work Request (Exhibit B) which identifies the Fee type) of Fifty-Four Thousand, Eight Hundred Forty-Three Dollars and Twenty-Four Cents ($54,843.24).
ARTICLE 4. REIMBURSABLE GENERAL CONDITIONS COSTS

4.1 General Conditions: General Conditions costs for the Project shall not exceed Sixty-Eight Thousand, Seventy-Two Dollars and Ninety-Six Cents ($68,072.96). General Conditions costs shall be reimbursed at actual cost. General Condition costs shall be in compliance with the General Conditions to the Design Build Contract (Exhibit A) and are identified in the attached document, prepared by the Design Builder titled Southwest Elementary School Courtyard Canopy Repairs and dated May 15, 2019.

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 Representative to provide direct interface with Design Builder with respect to Owner’s responsibilities:

Art Johnson, 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:

Mike Harkcom, Design Builder’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: __________________________
    Tina Descovich, Chairperson
Date Approved: __________________

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

CANAVERAL CONSTRUCTION CO., INC.
(Consultant)

By: __________________________
    J. David Nash
Print Name: ____________________
Title: Pres.
Date: 5/14/19

ATTEST (WITNESS):
By: __________________________
    Jessica Bolder
Print Name: ____________________
Title: Administrative Assistant

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: __________________

ATTEST (WITNESS):
By: __________________________

(Consultant)

By: __________________________
    __________________________
Print Name: ____________________
Title: ____________________
Date: ____________________

ATTEST (WITNESS):
By: __________________________
    __________________________
Print Name: ____________________
Title: ____________________

END OF EXHIBIT C

Exhibit C- Project Assignment Page 4 of 4
May 15, 2019

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

Attention: Art Johnson

Reference: Southwest Elementary School Courtyard Canopy Repairs

Subject: GMP Proposal

Dear Art,

Please find the attached GMP-Construction proposal in the amount listed below for the Repairs to the existing courtyard canopy at Southwest Elementary School. The work to be performed will be removal and in-kind replacement of deteriorated steel members at the eave overhangs. See attached sketch. This work effort is described as follows:

1) Removal and replacement of approximately (68) existing corroded canopy tubular steel sections around the eave overhang as required.
2) Removal and replacement of approximately 1800 LF of new 3" - 12 gauge “hat” channel sections.
3) Perform high pressure water blasting as required to remove rust and deleterious material prior to application of new coatings to steel framing and perforated roof panels. Reference painters coating specification.
4) Install new metal flashings, standing seam fascia panels, gutters, and downspouts as required.
5) This work will be required to be performed during the summer when school is out.

Note: During the water blasting operation we may discover steel members that require repairs. The cost of these are not included in the pricing.

We appreciate the opportunity to perform this work for Brevard County School Board. Please let us know if you have any questions.

Total Base GMP $589,218.20

We appreciate the opportunity to perform this work for Brevard County School Board and look forward to a mutually rewarding project. Please let us know if you have any questions.

Respectfully,

J. David Nash
President
Canaveral Construction Company
# GMP Pricing Summary

**Southwest Elem Canopy Repairs**  
Brevard County  
5/15/2019

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Quan</th>
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<td><strong>$ 589,218.20</strong></td>
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LUMP SUM PROPOSAL FOR

Southwest Middle: Structural Steel

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<tr>
<td>FINISH:</td>
<td>TBD</td>
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</table>

Sales            Ellison Marsil

CONSTRUCTION SERVICES

We propose to furnish all materials, labor and equipment for the successful installation of items below:

- Cut back and remove the outer section of the existing canopy
- Install approximately 68 new truss frames to replace domed section
- Install new metal decking two side of the canopy per sections
- Fabrication and installation drawings

Lump Sum $ 107,500.00

Qualifications

- Materials will be provided with a primer paint finish

General Exclusions

The following items are excluded unless specifically addressed above:

- Bonds, permits and engineering.
- Finish paint
- Grout
- Rebar, wire mesh, post tension, and concrete
- Miscellaneous steel items unless specifically stated in our quote
- Chain link fencing
- Fire proofing
- Stair nosings

Note: The cost of construction services is a lump sum cost based upon the Client's description of requirements. This proposal is based on unrestricted access to the job site and timely provision of all necessary support services; any delays caused by other than Green Mountain Specialties, Corp. will constitute a change order payable by Client upon presentation of invoice.
Scope of proposed work, on the courtyard pavilion **per plans dated 1/20/2019**, includes labor and materials for:

1. Providing documents for permitting. Permit & fees by GC.
2. Remove and dispose of the existing gutter, downspout, vertical fascia standing seam panels, and approximately 60" of the standing seam roof panels back form the eave.
3. Others to demolish steel decking, hat channels, modify structural steel, and install new hat channels and decking as needed.
4. Installing heavy gauge l-metal flashing under the eave of the remaining roof panel.
5. Installing painted fasteners with washers 6" o.c. to secure the eave edge of the remaining standing seam roof panel.
6. Installing aluminum standing seam metal facia panels over the newly installed hat channels with concealed clips and seam caps including new sill flashing at bottom of the fascia.
7. Installing new aluminum box gutter around the entire edge. Attach existing downspouts to the new gutter.
8. Providing the needed lift equipment for the work.

**TOTAL AMOUNT $110,522.00**

ALL WORK COMES WITH A ___1___ YEAR WORKMANSHIP WARRANTY

EXCLUSIONS:
1. Structural or steel deck repairs, hat channel, framing.
2. Temporary roofing or flashing.

Mark Flaxinger, Chief Estimator

G&G Roofing Construction Inc. Date: 2/6/2019 Customer: Date:

Executing this document serves as a "notice to proceed". Additional contract terms may be established in subsequent documents. However, all payments are due 30 days after invoice. Monthly invoicing will be based on approved schedule of values and work accomplished. Although G&G Roofing Construction Inc. takes all necessary precautions to protect all landscaping and keep surroundings as clean as possible, during the re-roofing process, there may be roofing debris found after the fact. By both parties signing above they are in mutual agreement the intent to enter into contract for the work stated above.

Brevard Office 321.301.4470 Deltona Office 386.689.9285 Direct Cell 321.863.0928 Fax 321.301.4471
456 Gus Higg Blvd. Rockledge, FL 32955
info@cflroofing.com www.cflroofing.com

State Certified Roofing Contractor #CCC1329326 State Certified General Contractor #CGC1518534
To: Canaveral Construction
   Re: SW Middle School Canopy

   February 8, 2019

   Attn: Justin

   Provide labor, equipment and material to repair the following:
   Structural Steel

   - Sand blast structural steel to SSPC-SP-7 or UHP SP-12.
   - Apply (2) coat of Sherwin Williams Macropoxy 646 FF @ 4-6 mils per coat to entire structure.
   - Apply (1) topcoats of Sherwin Williams DTM @ 3-5 mils dft.
   - All coatings to be applied per manufacture's recommendations.

   Perforated Panels
   Pressure wash to remove all containments.
   Apply (1) coat SW Macropoxy 5000 or 920 Pre-Prime. @ 1 mil dft.
   Apply (1) coat of SW Macropoxy 646 FF @ 4-6 mils DFT.
   Apply (1) coat of SW DTM @ 3-5 mils.

   Price 218,250.00

   General Conditions
   - No painting of gutters, downspouts, new fascia, stucco columns or topside of roof.

   If you have any questions, please don't hesitate to call.

   Thank You,

   Rick Rahrle
   Supervisor/Estimator
Job: South West ES Canopy

Structural Steel Repairs
Typical Outrigger Section

NOTES:

1. Remove exist. d.s., gutter, flashing & fascia metal to allow access to replace rusting steel members

2. After replacing steel members, install new fascia, flashing, gutter, and downspouts
EXCEPTIONS, CLARIFICATIONS AND ASSUMPTIONS TO CONTRACT DOCUMENTS

Project: Southwest ES Canopy Repairs

1. Hazardous material abatement of any kind is not included.
2. Steel repairs are at the eave overhang only. Steel deficiencies uncovered by the blasting operation are not included.
3. The painting of gutters, downspouts, fascia, stucco columns or topside of metal roofing is not included.
4. The work may require working a 2\textsuperscript{nd} shift.
5/15/19

MILESTONE SCHEDULE

FOR

SOUTHWEST ELEMENTARY SCHOOL CANOPY REPAIR PROJECT

BOARD APPROVAL: May 29, 2019
NOTICE TO PROCEED: May 29, 2019
MOBILIZATION: May 31, 2019
CANOPY REPAIR WORK May 31, 2019 thru July 31, 2019
SUBSTANTIAL COMPLETION August 1, 2019