

**FIRST AMENDMENT TO
CONTINUING CONTRACT – CONSTRUCTION SERVICES
AGREEMENT for CONSTRUCTION MANAGEMENT AT RISK SERVICES**

THIS FIRST AMENDMENT to the Continuing Contract – Construction Services Agreement for Construction Management at Risk Services by and between The School Board of Broward County, Florida (“School Board” or “Owner”) and Core Construction Services of Florida, LLC (“Construction Manager”) dated September 6, 2017 (the "Open-End Agreement"), is hereby entered into this 24th day of July 2018; and

WHEREAS, the School Board and Construction Manager acknowledge and agree that the Open-End Agreement is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, the Open-End Agreement allows for the assignment of individual projects with scopes of work not exceeding \$1,000,000 in costs and fees per project without the need for further consideration or approval by the School Board; and

WHEREAS, the Open-End Agreement, as currently approved, requires the Construction Manager to work together with the assigned Project Consultant during the Design Phase of projects; and

WHEREAS, there exists a present desire to accelerate the design and construction of multiple Single Point of Entry projects, which individually do not exceed \$1,000,000 in costs; and

WHEREAS, the design of many of these Single Point of Entry projects has already been completed, and therefore, such projects have not been subject to the involvement of the Construction Manager during the Design Phase; and

WHEREAS, notwithstanding the above, as a result of market conditions and scheduling concerns, CBRE | Heery recommends utilization of this Open-End Agreement to construct Single Point of Entry projects as being in the best interest of the District; and

NOW THEREFORE, in exchange for the mutual covenants and promises as set forth herein, the parties agree as follows:

1. The recitals contained hereinabove are true and correct and are incorporated herein by reference.
2. Specific Single Point of Entry projects shall be assigned pursuant to the terms of this Open-End Agreement to the Construction Manager.
3. For the specifically-assigned Single Point of Entry projects only, all references in the Open-End Agreement to obligations of the Construction Manager during the Design Phase shall be deleted.

4. For the specifically-assigned Single Point of Entry projects, no fees shall be negotiated or paid to the Construction Manager for Design Phase services.

Authority:

Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in herein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment on the day and year first above written.

FOR SCHOOL BOARD

(Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By

ATTEST:

Nora Rupert, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

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FOR CONSTRUCTION MANAGER

(Corporate Seal)



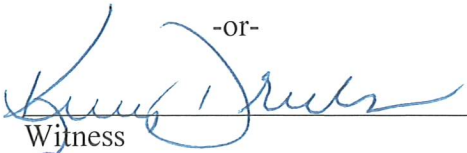
CORE CONSTRUCTION SERVICES OF
FLORIDA, LLC

ATTEST:

By 
Brent Elliott, Vice President of Operations

, Secretary

-or-


Witness


Witness