

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and CORE Construction Services of Florida, LLC. DBA Pirtle Construction (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 26th day of September, 2017, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **Charles W. Flanagan High School**
 Project No. P.001847
 SMART Program Renovations

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 26th day of September, 2017, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **ADD** the following to Article 3 - Construction Manager's Services:

3.1.2 E-Builder. The Construction Manager shall use the Owner's Project Management software, E-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant

and CM; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Construction Manager to permit access and use of E-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

3.1.2.1 Forms Module. The E-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

3.1.2.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through E-Builder. Work Flow processes that will be executed through E-Builder include but are not limited to those processes identified in Article 3.1.2 above.

3.1.2.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

3.1.2.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which much occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

3.1.2.5 Access to E-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access E-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to E-Builder.

This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-

1537, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

3. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This First Amendment; and
 - b) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
5. **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 this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

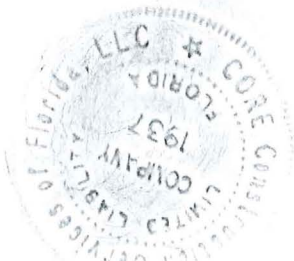
Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

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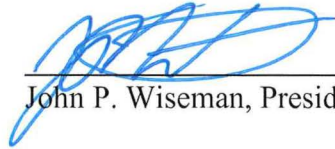
FOR CONSTRUCTION MANAGER

(Corporate Seal)

CORE Construction Services of Florida, LLC.

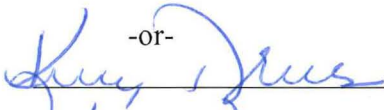
ATTEST:

_____, Secretary

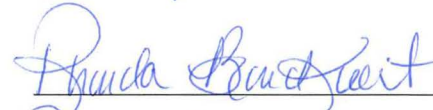


John P. Wiseman, President

-or-



Kelly Drees, Witness



Shonda Brauckert, Witness

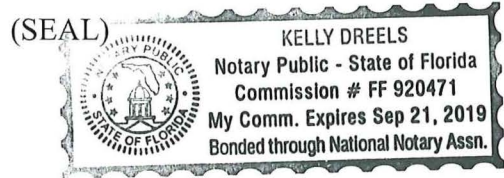
CGC1516489
Construction Manager's
Registration Number


STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of February, 2019 by John P. Wiseman of **CORE Construction Services of Florida, LLC.** on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires: 9-21-2019





Signature, Notary Public
Kelly Drees

Printed Name of Notary

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and CORE Construction Services of Florida, LLC. DBA Pirtle Construction (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 19th day of December, 2017, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **Walter C. Young Middle School
Project No. P.002010
SMART Program Renovations**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 19th day of December, 2017, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **ADD** the following to Article 3 - Construction Manager's Services:

3.1.2 E-Builder. The Construction Manager shall use the Owner's Project Management software, E-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant

and CM; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Construction Manager to permit access and use of E-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

3.1.2.1 Forms Module. The E-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

3.1.2.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through E-Builder. Work Flow processes that will be executed through E-Builder include but are not limited to those processes identified in Article 3.1.2 above.

3.1.2.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

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1537, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Vendor.

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 - a) This First Amendment; and
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4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
5. **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 this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

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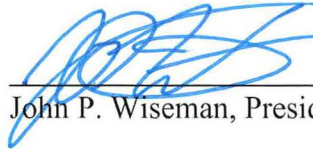
FOR CONSTRUCTION MANAGER

(Corporate Seal)

CORE Construction Services of Florida, LLC.

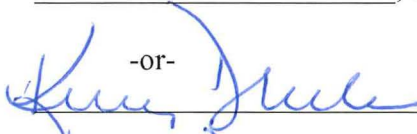
ATTEST:

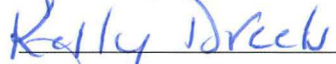

_____, Secretary




John P. Wiseman, President

-or-



, Witness


, Witness

CGC1516489
Construction Manager's
Registration Number

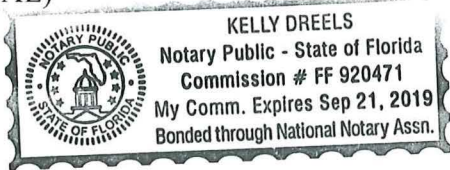
STATE OF FLORIDA)
)
COUNTY OF BROWARD)


The foregoing instrument was acknowledged before me this 7th day of February, 2019 by John P. Wiseman of **CORE Construction Services of Florida, LLC.** on behalf of the corporation or agency.

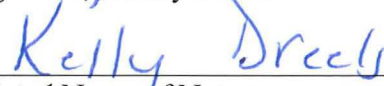
He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires: 9-21-2019

(SEAL)





Signature, Notary Public


Printed Name of Notary

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and D. Stephenson Construction, Inc. (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 26th day of June, 2018, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **Cooper City High School**
 Project No. P.002133
 SMART Program Renovations

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 26th day of June, 2018, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **ADD** the following to Article 3 - Construction Manager's Services:

3.1.2 E-Builder. The Construction Manager shall use the Owner's Project Management software, E-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Construction Manager to permit access and use of E-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

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acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

3. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This First Amendment; and
 - b) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
5. **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 this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR CONSTRUCTION MANAGER



(Corporate Seal)

ATTEST

D. Stephenson Construction, Inc.

Dwight Stephenson

Dwight Stephenson, President

_____, Secretary

-or-

Tamika Knight

Tamika Knight, Witness

Clarissa Ortiz

Clarissa Ortiz, Witness

CGC1521515
Construction Manager's
Registration Number

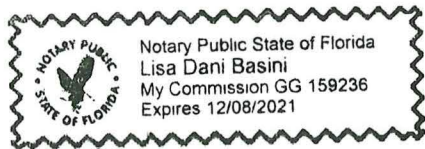
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8 day of February, 2019 by Dwight Stephenson of **D. Stephenson Construction, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires:

(SEAL)



Lisa Dani Basini

Signature, Notary Public

LISA DANI BASINI

Printed Name of Notary

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and D. Stephenson Construction, Inc. (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 6th day of March, 2018, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **Sheridan Technical College f.k.a Sheridan Technical Center
Project No. P.002060
SMART Program Renovations**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 6th day of March, 2018, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **ADD** the following to Article 3 - Construction Manager's Services:

3.1.2 E-Builder. The Construction Manager shall use the Owner's Project Management software, E-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

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3.1.2.1 Forms Module. The E-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]



(Corporate Seal)

ATTEST:

FOR CONSTRUCTION MANAGER

D. Stephenson Construction, Inc.

Dwight Stephenson

Dwight Stephenson, President

_____, Secretary

-or-

Tamika Knight
_____, Witness

Clarissa Ortiz
_____, Witness

CGC1521515
Construction Manager's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8 day of February, 2019 by Dwight Stephenson of **D. Stephenson Construction, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires:

(SEAL)



Lisa Dani Basini

Signature, Notary Public

LISA DANI BASINI

Printed Name of Notary

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and D. Stephenson Construction, Inc. (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 24th day of April, 2018, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **Stoneman Douglas High School**
 Project No. P.000817
 SMART Program Renovations

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 24th day of April, 2018, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

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Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

3. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This First Amendment; and
 - b) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
5. **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 this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]



FOR CONSTRUCTION MANAGER

D. Stephenson Construction, Inc.

Dwight Stephenson

Dwight Stephenson, President

ATTEST:

_____, Secretary

-or-

Tamika Knight

Tamika Knight, Witness

Clarissa Ortiz

Clarissa Ortiz, Witness

CGC 1521515
Construction Manager's
Registration Number

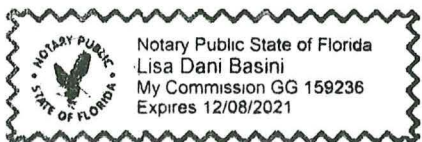
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8 day of February, 2019 by Dwight Stephenson of **D. Stephenson Construction, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires:

(SEAL)



Lisa Dani Basini

Signature, Notary Public

LISA DANI BASINI

Printed Name of Notary

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and Gilbane Building Company (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 19th day of December, 2017, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **McArthur High School**
 Project No. P.001954
 SMART Program Renovations

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 19th day of December, 2017, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **ADD** the following to Article 3 - Construction Manager's Services:

3.1.2 E-Builder. The Construction Manager shall use the Owner's Project Management software, E-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Construction Manager to permit access and use of E-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

3.1.2.1 Forms Module. The E-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

3.1.2.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through E-Builder. Work Flow processes that will be executed through E-Builder include but are not limited to those processes identified in Article 3.1.2 above.

3.1.2.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

3.1.2.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which much occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

3.1.2.5 Access to E-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access E-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to E-Builder.

This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

3. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This First Amendment; and
 - b) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
5. **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 this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR CONSTRUCTION MANAGER

(Corporate Seal)

ATTEST:

Brad A. Gordon
BRAD A. GORDON, Secretary

Gilbane Building Company

[Signature]
Robert S. Hayes, Sr. Vice President



_____, Witness

_____, Witness

CGC059578
Construction Manager's
Registration Number

Rhode Island
STATE OF ~~FLORIDA~~)
Providence
COUNTY OF ~~BROWARD~~)

The foregoing instrument was acknowledged before me this 13th day of March, 2019 by Robert S. Hayes of **Gilbane Building Company** on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires: 12/15/2020



[Signature]
Signature, Notary Public

Adrienne Roy
Printed Name of Notary

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and Gilbane Building Company (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 1st day of November, 2016, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **Northeast High School**
 Project No. P.001684
 SMART Program Renovations

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 1st day of November, 2016, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **ADD** the following to Article 3 - Construction Manager's Services:

3.1.2 E-Builder. The Construction Manager shall use the Owner's Project Management software, E-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Construction Manager to permit access and use of E-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

3.1.2.1 Forms Module. The E-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

3.1.2.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through E-Builder. Work Flow processes that will be executed through E-Builder include but are not limited to those processes identified in Article 3.1.2 above.

3.1.2.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, Big Three Monthly Updates, etc.) and other design and/or construction milestones and deadlines.

3.1.2.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which much occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

3.1.2.5 Access to E-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access E-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to E-Builder.

This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

3. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This First Amendment; and
 - b) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
5. **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 this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR CONSTRUCTION MANAGER

(Corporate Seal)

ATTEST:

Brad A. Gordon

BRAD A. GORDON, Secretary

Gilbane Building Company

Robert S. Hayes

Robert S. Hayes, Sr. Vice President



_____, Witness

_____, Witness

CGC059578
Construction Manager's
Registration Number

STATE OF Rhode Island)
~~FLORIDA~~)
COUNTY OF Providence)
~~BROWARD~~)

The foregoing instrument was acknowledged before me this 13th day of March, 2019
by Robert S. Hayes of **Gilbane Building Company** on behalf of the corporation or agency.

He/she is personally known to me or produced _____
as Identification and did/did not first take an oath.

My commission expires: 12/15/2020



Adrienne Roy
Signature, Notary Public

Adrienne Roy
Printed Name of Notary

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and Gilbane Building Company (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 1st day of November, 2016, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **Stranahan High School**
 Project No. P.001683
 SMART Program Renovations

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 1st day of November, 2016, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **ADD** the following to Article 3 - Construction Manager's Services:

3.1.2 E-Builder. The Construction Manager shall use the Owner's Project Management software, E-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Construction Manager to permit access and use of E-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

3.1.2.1 Forms Module. The E-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

3.1.2.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through E-Builder. Work Flow processes that will be executed through E-Builder include but are not limited to those processes identified in Article 3.1.2 above.

3.1.2.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, Big Three Monthly Updates, etc.) and other design and/or construction milestones and deadlines.

3.1.2.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which much occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

3.1.2.5 Access to E-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access E-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to E-Builder.

This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

3. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This First Amendment; and
 - b) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
5. **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 this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR CONSTRUCTION MANAGER

(Corporate Seal)

ATTEST:

Brad A. Gordon
BRAD A. GORDON, Secretary

Gilbane Building Company

Robert S. Hayes
Robert S. Hayes, Sr. Vice President



_____, Witness

_____, Witness

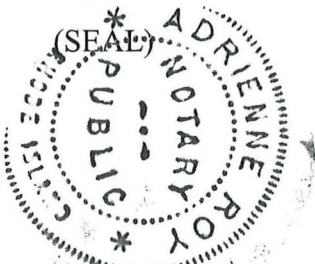
CGC059578
Construction Manager's
Registration Number

STATE OF Rhode Island)
~~FLORIDA~~)
COUNTY OF Providence)
~~BROWARD~~)

The foregoing instrument was acknowledged before me this 13th day of March, 2019 by Robert S. Hayes of **Gilbane Building Company** on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires: 12/15/2020



Adrienne Roy
Signature, Notary Public

Adrienne Roy
Printed Name of Notary

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and OHL Building, Inc. (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 26th day of September, 2017, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **Falcon Cove Middle School**
 Project No. P.001902
 SMART Program Renovations

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 26th day of September, 2017, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **ADD** the following to Article 3 - Construction Manager's Services:

3.1.2 E-Builder. The Construction Manager shall use the Owner's Project Management software, E-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Construction Manager to permit access and use of E-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

3.1.2.1 Forms Module. The E-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

3.1.2.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through E-Builder. Work Flow processes that will be executed through E-Builder include but are not limited to those processes identified in Article 3.1.2 above.

3.1.2.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

3.1.2.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

3.1.2.5 Access to E-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access E-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to E-Builder.

This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

3. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This First Amendment; and
 - b) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
5. **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 this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida


(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR CONSTRUCTION MANAGER

(Corporate Seal)


ATTEST:

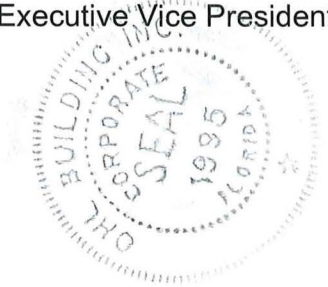
_____, Secretary

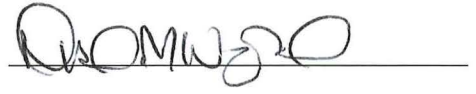
OHL Building, Inc.



Ashok R. Patel, CEO
Bernardo Perez, Officer|Executive Vice President

-or-

Josefina C. Rodriguez, Witness




David Woodford, Witness

65-0584540 (FEIN)
P95000035770 (State of Florida Corp. Number)
Construction Manager's
Registration Number

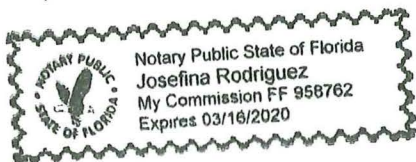
STATE OF FLORIDA)
)
COUNTY OF ~~BROWARD~~)
)
 Miami-Dade

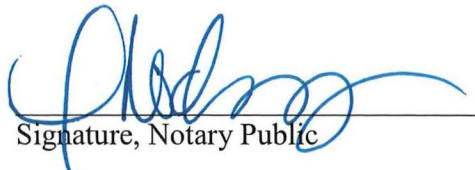
The foregoing instrument was acknowledged before me this 6th day of February, 2019
by Ashok R. Patel of **OHL Building, Inc.** on behalf of the corporation or agency.
Bernardo Perez, Officer|Executive Vice President

He/she is personally known to me or produced personally known
as Identification and did/did not first take an oath.

My commission expires: 03/16/2020

(SEAL)





Signature, Notary Public
Josefina Rodriguez

Printed Name of Notary

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and The Morganti Group, Inc. (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 1st day of November, 2016, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **Blanche Ely High School**
 Project No. P.001646
 SMART Program Renovations

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 1st day of November, 2016, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **ADD** the following to Article 3 - Construction Manager's Services:

3.1.2 E-Builder. The Construction Manager shall use the Owner's Project Management software, E-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Construction Manager to permit access and use of E-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

3.1.2.1 Forms Module. The E-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

3.1.2.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through E-Builder. Work Flow processes that will be executed through E-Builder include but are not limited to those processes identified in Article 3.1.2 above.

3.1.2.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, Big Three Monthly Updates, etc.) and other design and/or construction milestones and deadlines.

3.1.2.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which much occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

3.1.2.5 Access to E-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access E-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to E-Builder.

This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

3. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This First Amendment; and
 - b) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
5. **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 this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]



FOR CONSTRUCTION MANAGER

(Corporate Seal)

ATTEST:

_____, Secretary

The Morganti Group, Inc.

Stephen Sines, Project Executive

-or-

Nelle H. Lowery
Nelle H. Lowery, Witness

Jon Conner

Jon Conner, Witness

CGC1524615
Construction Manager's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of February, 2019
by Stephen Sines of **The Morganti Group, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced _____
as Identification and did/did not first take an oath.

My commission expires:

(SEAL)



Lynette Scaper

Signature, Notary Public
LYNETTE SCAPER

Printed Name of Notary

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and The Morganti Group, Inc. (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 2nd day of May, 2017, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **Cypress Bay High School
Project No. P.001774
SMART Program Renovations**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 2nd day of May, 2017, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **ADD** the following to Article 3 - Construction Manager's Services:

3.1.2 E-Builder. The Construction Manager shall use the Owner's Project Management software, E-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Construction Manager to permit access and use of E-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

3.1.2.1 Forms Module. The E-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

3.1.2.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through E-Builder. Work Flow processes that will be executed through E-Builder include but are not limited to those processes identified in Article 3.1.2 above.

3.1.2.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

3.1.2.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which much occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

3.1.2.5 Access to E-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access E-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to E-Builder.

This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

3. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This First Amendment; and
 - b) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
5. **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 this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

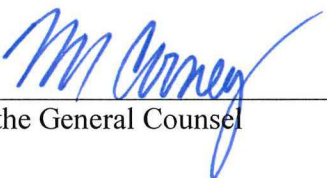
(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]



FOR CONSTRUCTION MANAGER

(Corporate Seal)

ATTEST:

_____, Secretary

The Morganti Group, Inc.

Stephen Sines, Project Executive

-or-

Nobile H. Lowery, Witness

JON COWEE, Witness

CGC1524615
Construction Manager's
Registration Number

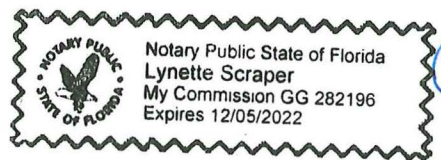
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of February, 2019 by Stephen Sines of **The Morganti Group, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires:

(SEAL)



Signature, Notary Public
LYNETTE SCAPER

Printed Name of Notary

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and The Morganti Group, Inc. (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 26th day of September, 2017, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **J.P. Taravella High School**
 Project No. P.001942
 SMART Program Renovations

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 26th day of September, 2017, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **ADD** the following to Article 3 - Construction Manager's Services:

3.1.2 E-Builder. The Construction Manager shall use the Owner's Project Management software, E-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Construction Manager to permit access and use of E-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

3.1.2.1 Forms Module. The E-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

3.1.2.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through E-Builder. Work Flow processes that will be executed through E-Builder include but are not limited to those processes identified in Article 3.1.2 above.

3.1.2.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

3.1.2.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which much occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

3.1.2.5 Access to E-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access E-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to E-Builder.

This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

3. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This First Amendment; and
 - b) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
5. **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 this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]



FOR CONSTRUCTION MANAGER

(Corporate Seal)

ATTEST:

_____, Secretary

The Morganti Group, Inc.

Stephen Sines, Project Executive

-or-

Noelle H. Lowery, Witness

JON LOWERY, Witness

CGC1524615

Construction Manager's
Registration Number

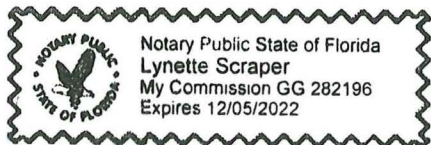
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of February, 2019
by Stephen Sines of **The Morganti Group, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced
as Identification and did/did not first take an oath.

My commission expires:

(SEAL)



Signature, Notary Public
LYNETTE SCRAPER

Printed Name of Notary

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and The Weitz Company, LLC. (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 26th day of September, 2017, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **Robert C. Markham Elementary School**
 Project No. P.001920
 SMART Program Renovations

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 26th day of September, 2017, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **ADD** the following to Article 3 - Construction Manager's Services:

3.1.2 E-Builder. The Construction Manager shall use the Owner's Project Management software, E-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Construction Manager to permit access and use of E-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

3.1.2.1 Forms Module. The E-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

3.1.2.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through E-Builder. Work Flow processes that will be executed through E-Builder include but are not limited to those processes identified in Article 3.1.2 above.

3.1.2.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

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3.1.2.5 Access to E-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access E-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to E-Builder.

This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

3. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This First Amendment; and
 - b) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
5. **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 this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR CONSTRUCTION MANAGER

(Corporate Seal)

ATTEST:

_____, Secretary

The Weitz Company, LLC.

Dennis Gallagher
Dennis Gallagher, Executive Vice President

-or-

Deane H. Crall
Deane H. Crall, Witness

Monica B. Morgan
Monica B. Morgan, Witness

CGC1509819
Construction Manager's
Registration Number

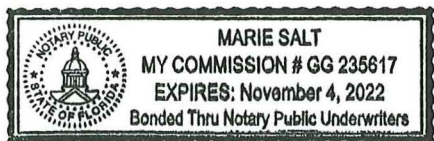
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 20 day of February, 2019 by Dennis Gallagher, of **The Weitz Company, LLC.**, on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires:

(SEAL)



Marie Salt
Signature, Notary Public
Marie SALT
Printed Name of Notary

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and Thornton Construction Company, Inc. (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 19th day of December, 2017, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **Miramar High School**
 Project No. P.002003
 SMART Program Renovations

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 19th day of December, 2017, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **ADD** the following to Article 3 - Construction Manager's Services:

3.1.2 E-Builder. The Construction Manager shall use the Owner's Project Management software, E-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Construction Manager to permit access and use of E-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

3.1.2.1 Forms Module. The E-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

3.1.2.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through E-Builder. Work Flow processes that will be executed through E-Builder include but are not limited to those processes identified in Article 3.1.2 above.

3.1.2.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

3.1.2.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

3.1.2.5 Access to E-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access E-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to E-Builder.

This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

3. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This First Amendment; and
 - b) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
5. **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 this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR CONSTRUCTION MANAGER

(Corporate Seal)

ATTEST:


_____, Secretary

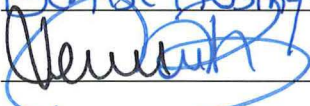
Thornton Construction Company, Inc.



Thomas Thornton, President

-or-



Denise Busingua, Witness


Veronica Baidon, Witness

Construction Manager's
Registration Number


STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 12 day of February 2019 by Thomas Thornton of **Thornton Construction Company, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

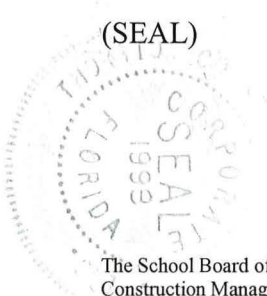
My commission expires:

(SEAL)



Signature, Notary Public
Rebecca Fernandez

Printed Name of Notary



The School Board of Broward County, Florida
Construction Manager at Risk Agreement – First Amendment



Rebecca Fernandez
Commission # GG185429
Expires: February 13, 2022
Bonded thru Aaron Notary

**FIRST AMENDMENT
TO
AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION
MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This First Amendment to the Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and Thornton Construction Company, Inc. (hereinafter referred to as "**Construction Manager**" or "**Vendor**") for construction management at risk services dated the 26th day of September, 2017, is entered into this 23rd day of April, 2019 by and between the Owner and the Construction Manager.

For the project known as: **Plantation High School**
 Project No. P.001916
 SMART Program Renovations

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Agreement between Owner and Construction Manager dated the 26th day of September, 2017, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Construction Manager to use the Owner's E-Builder Project Management software on the above-referenced project; and

WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of E-Builder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **ADD** the following to Article 3 - Construction Manager's Services:

3.1.2 E-Builder. The Construction Manager shall use the Owner's Project Management software, E-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Construction Manager to permit access and use of E-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

3.1.2.1 Forms Module. The E-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

3.1.2.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through E-Builder. Work Flow processes that will be executed through E-Builder include but are not limited to those processes identified in Article 3.1.2 above.

3.1.2.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

3.1.2.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which much occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

3.1.2.5 Access to E-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access E-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to E-Builder.

This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Vendor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

3. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This First Amendment; and
 - b) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
5. **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 this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

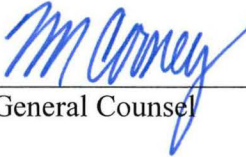
(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR CONSTRUCTION MANAGER

(Corporate Seal)

ATTEST:


_____, Secretary

Thornton Construction Company, Inc.




Thomas Thornton, President

-OR-



Denise Rosinger, Witness



Veronica Barona, Witness

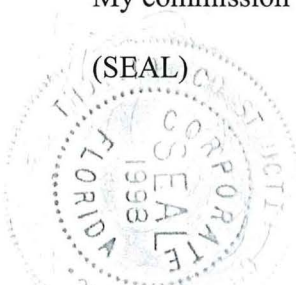
Construction Manager's
Registration Number


STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 12 day of February, 2019 by Thomas Thornton of **Thornton Construction Company, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires:





Signature, Notary Public
Rebecca Fernandez

Printed Name of Notary

The School Board of Broward County, Florida
Construction Manager at Risk Agreement – First Amendment



Rebecca Fernandez
Commission # GG185429
Expires: February 13, 2022
Bonded thru Aaron Notary