## SECOND AMENDMENT TO CONTINUING CONTRACT CONSTRUCTION SERVICES AGREEMENT

BETWEEN<br>THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND<br>CONSTRUCTION MANAGER<br>FOR<br>CONSTRUCTION MANAGEMENT AT RISK SERVICES 0-1 MILLION<br>THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of day of May , 2020, by and between

$\qquad$

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA<br>(hereinafter referred to as "Owner"),<br>a body corporate and political subdivision pf the State of Florida, whose principal place of business is<br>600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 and<br>CORE CONSTRUCTION SERVICES OF FLORIDA, LLC<br>(hereinafter referred to as "Construction Manager"), having its principal place of business at 8027 Cooper Creek Blvd., Suite 110<br>University Park, FL 34201

WHEREAS, Owner and Construction Manager entered into a Construction Agreement dated September 6, 2017 (hereafter "Agreement"); and

WHEREAS, Owner and Construction Manager acknowledge and agree that the Agreement is in full force and effect as revised by this Second Amendment; 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 exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals contained herein are true and correct and are incorporated herein by reference.
2. Amended Provisions. ADD all terms, conditions, duties and obligations concerning eBuilder as set forth in "CSA Article \#3" attached hereto.
3. Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
4. Order of Precedence among Agreement Documents. 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 Second Amendment to Agreement; then
b) this First Amendment to Agreement; then
c) the Agreement.
5. Authority: Each person signing this Second Amendment on behalf of either party warrants that he or she has full legal power to execute this Second 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 Second Amendment.
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Second 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.

## FOR OWNER

(SEAL)

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA 

By $\qquad$
ATTEST
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Colupsel
[Remainder of page intentionally left blank]

## FOR CONSTRUCTION MANAGER

(Corporate Seal)

## Core Construction Services of Florida, EL C

ATTEST:



Cage 1516489
Construction Manager's Registration Number

## STATE OF FLORIDA ) <br> COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me, by means of physical presence or $\square$ online notarization, this $\frac{1}{}$ day of Cpu, 2020 by John P. Wiseman of Core Construction Services of Florida, LLC on behalf of the corporation or agency.
$\mathrm{He} /$ she is personally known to me or produced as Identification $\qquad$ and did/did not first take an oath.

My commission expires:




Signature, Notays-Rublic
Printed Name of Notary

## CSA Article \#3

## E-BUILDER REQUIREMENTS

3.1.2 e-Builder. The Construction Manager shall use the Owner's Project Management software, eBuilder, 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.

## [End of E-BUILDER REQUIREMENTS]

FIRST AMENDMENT TO

## BETWEEN <br> THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND <br> CONSTRUCTION MANAGER FOR

CONSTRUCTION MANAGEMENT AT RISK SERVICES 0-1 MILLION
THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this $19^{\text {th }}$ day of May, 2020 , by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA<br>(hereinafter referred to as "Owner"),<br>a body corporate and political subdivision pf the State of Florida, whose principal place of business is<br>600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 and<br>G.E.C. ASSOCIATES, INC. (hereinafter referred to as "Construction Manager"), having its principal place of business at 9487 NW 12 $2^{\text {th }}$ Street<br>Doral, FL 33172


#### Abstract

WHEREAS, Owner and Construction Manager entered into a Construction Agreement dated September 6, 2017 (hereafter "Agreement"); and

WHEREAS, Owner and Construction Manager acknowledge and agree that the Agreement is in full force and effect as revised by this First Amendment; 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 exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals contained herein are true and correct and are incorporated herein by reference.
2. Amended Provisions. ADD all terms, conditions, duties and obligations concerning eBuilder as set forth in "CSA Article \#3" attached hereto.
3. Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
4. Order of Precedence among Agreement Documents. 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 to Agreement; then
b) the Agreement.
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.
[Remainder of page intentionally left blank]

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.

## EOROWNER

(SEAL)

> THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By $\qquad$

## ATTEST

Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Remainder of page intentionally left blank]

## FOR CONSTRUCTION MANAGER



The foregoing instrument was acknowledged before me, by means of physical presence or $\square$ online notarization, this 1 day of $\qquad$ , 2020 by Luis N. Enriquez of G.E.C. Associates, Inc. on behalf of the corporation or agency.
$\mathrm{He} /$ she is personally known to me or produced as Identification $\qquad$ and did/did not first take an oath.

My commission expires:


Printed Name of Notary

## CSA Article \#3

## E-BUILDER REQUIREMENTS

3.1.2 e-Builder. The Construction Manager shall use the Owner's Project Management software, eBuilder, 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.

## [End of E-BUILDER REQUIREMENTS]

# FIRST AMENDMENT TO <br> CONTINUING CONTRACT CONSTRUCTION SERVICES AGREEMENT 

## BETWEEN <br> THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND <br> CONSTRUCTION MANAGER FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES 0-1 MILLION

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
$\qquad$ $19^{\text {th }}$ day of May , 2020, by and between

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA 

(hereinafter referred to as "Owner"),
a body corporate and political subdivision pf the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 and

GRACE \& NAEEM UDDIN, INC.
(hereinafter referred to as "Construction Manager"), having its principal place of business at 833 Shotgun Road
Sunrise, FL 33326

WHEREAS, Owner and Construction Manager entered into a Construction Agreement dated September 6, 2017 (hereafter "Agreement"); and

WHEREAS, Owner and Construction Manager acknowledge and agree that the Agreement is in full force and effect as revised by this First Amendment; 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 exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals contained herein are true and correct and are incorporated herein by reference.
2. Amended Provisions. All terms, conditions, duties and obligations set forth in "CSA Article \#3" attached hereto are hereby incorporated into the Agreement.
3. Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
4. Order of Precedence among Agreement Documents. 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 to Agreement; then
b) the Agreement.
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.
[Remainder of page intentionally left blank]

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.

## FOR OWNER

(SEAL)
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By
Donna P. Korn, Chair

## ATTEST

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General $q$ gunsel
[Remainder of page intentionally left blank]


## FOR CONSTRUCTION MANAGER



## Grace \& Naeem Uddin, Inc.



CGC048558 \& CGC052843
Construction Manager's Registration Number

## STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me, by means o $\mathbb{Z}$ physical presence or $\square$ online notarization, this 1st day of April , 2020 by Graciela Beltran-Uddin of Grace \& Naeem Uddin, Inc. on behalf of the corporation or agency.
$\mathrm{He} /$ she is personally known to me or produced as Identification $\qquad$ and did/did not first take an oath.

My commission expires:


Adriana Fernandez
Printed Name of Notary

## CSA Article \#3

## E-BUILDER REQUIREMENTS

3.1.2 e-Builder. The Construction Manager shall use the Owner's Project Management software, eBuilder, 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.

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
$\qquad$ day of May , 2020, by and between

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "Owner"), a body corporate and political subdivision pf the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 and

H.A. CONTRACTING, CORP. (hereinafter referred to as "Construction Manager"), having its principal place of business at 9500 NW $12^{\text {th }}$ Street, Suite Bay 1<br>Miami, FL 33172

[^0]1. Recitals. The recitals contained herein are true and correct and are incorporated herein by reference.
2. Amended Provisions. ADD all terms, conditions, duties and obligations concerning eBuilder as set forth in "CSA Article \#3" attached hereto.
3. Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
4. Order of Precedence among Agreement Documents. 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 to Agreement; then
b) the Agreement.
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.
[Remainder of page intentionally left blank]

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.

## FOR OWNER

(SEAL)

> THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
$\qquad$
$\qquad$
ATTEST
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Remainder of page intentionally left blank]


## FOR CONSTRUCTION MANAGER

## H.A. Contracting, Corp.



Henry III Angelo, President

> CGCO10703

Construction Manager's Registration Number

## STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me, by means of $\square$ physical presence or $\square$ online notarization, this 5 day of $\qquad$ April , 2020 by Henry III Angelo of H.A. Contracting, Corp. on behalf of the corporation or agency.
$\mathrm{He} /$ she is personally known to me or produced as Identification $\qquad$ and did/did not first take an oath.

My commission expires:
(SEAL)


## CSA Article \#3

## E-BUILDER REQUIREMENTS

3.1.2 e-Builder. The Construction Manager shall use the Owner's Project Management software, eBuilder, 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.

## [End of E-BUILDER REQUIREMENTS]

## BETWEEN <br> THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND <br> CONSTRUCTION MANAGER FOR <br> CONSTRUCTION MANAGEMENT AT RISK SERVICES 0-1 MILLION

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
$\qquad$ day of _May _, 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "Owner"), a body corporate and political subdivision pf the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301
and
THORNTON CONSTRUCTION COMPANY, INC.
(hereinafter referred to as "Construction Manager"), having its principal place of business at 13290 NW $42^{\text {nd }}$ Avenue
Opa Locka, FL 33054

WHEREAS, Owner and Construction Manager entered into a Construction Agreement dated September 6, 2017 (hereafter "Agreement"); and

WHEREAS, Owner and Construction Manager acknowledge and agree that the Agreement is in full force and effect as revised by this First Amendment; 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 exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals contained herein are true and correct and are incorporated herein by reference.
2. Amended Provisions. ADD all terms, conditions, duties and obligations concerning eBuilder as set forth in "CSA Article \#3" attached hereto.
3. Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
4. Order of Precedence among Agreement Documents. 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 to Agreement; then
b) the Agreement.
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.
[Remainder of page intentionally left blank]

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.

## FOR OWNER

(SEAL)

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA 

$\qquad$
Donna P. Korn, Chair
ATTEST

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Remainder of page intentionally left blank]

## FOR CONSTRUCTION MANAGER

Thornton Construction Company, Inc.


Thomas Thornton, President


## STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me, by means of $\square$ physical presence or $\square$ online notarization, this day of Cpul, 2020 by Thomas Thornton of Thornton Construction Company, Inc. on behalf of the corporation or agency.
$\mathrm{He} /$ she is personally known to me or produced as Identification $\qquad$ and did/did not first take an oath.

My commission expires:
(SEAL)


## CSA Article \#3

## E-BUILDER REQUIREMENTS

3.1.2 e-Builder. The Construction Manager shall use the Owner's Project Management software, eBuilder, 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.
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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.

## [End of E-BUILDER REQUIREMENTS]

# FIRST AMENDMENT TO CONTINUING CONTRACT CONSTRUCTION SERVICES AGREEMIENT 

BETWEEN<br>THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND<br>CONSTRUCTION MANAGER<br>FOR<br>CONSTRUCTION MANAGEMENT AT RISK SERVICES 0-1 MILLION

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
$\qquad$ day of May _, 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "Owner"),
a body corporate and political subdivision pf the State of Florida, whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301
and
LEGO CONSTRUCTION, CO.
(hereinafter referred to as "Construction Manager"),
having its principal place of business at
1011 Sunny Brook Rd., Suite 905
Miami, FL 33136

WHEREAS, Owner and Construction Manager entered into a Construction Agreement dated September 6, 2017 (hereafter "Agreement"); and

WHEREAS, Owner and Construction Manager acknowledge and agree that the Agreement is in full force and effect as revised by this First Amendment; 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 exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals contained herein are true and correct and are incorporated herein by reference.
2. Amended Provisions. ADD all terms, conditions, duties and obligations concerning eBuilder as set forth in "CSA Article \#3" attached hereto.
3. Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
4. Order of Precedence among Agreement Documents. 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 to Agreement; then
b) the Agreement.
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.
[Remainder of page intentionally left blank]

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.

## FOR OWNER

(SEAL)
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
$\qquad$
By
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General counsel
[Remainder of page intentionally left blank]

## FOR CONSTRUCTION MANAGER

(Corporate Seal)


Construction Manager's Registration Number

## STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me, by means of $\square$ physical presence or $\square$ online notarization, this 31 day of March , 2020 by Luis Garcia of Lego Construction, Co. on behalf of the corporation or agency.
$\mathrm{He} /$ she is personally known to me or produced as Identification $\qquad$ and did/did not first take an oath.

My commission expires:
(SEAL)


Signature, Notary Public
Rosa Ripoll
Printed Name of Notary

## CSA Article \#3

## E-BUILDER REQUIREMENTS

3.1.2 e-Builder. The Construction Manager shall use the Owner's Project Management software, eBuilder, 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.

[End of E-BUILDER REQUIREMENTS]

FIRST AMENDMENT TO
CONTINUING CONTRACT CONSTRUCTION SERVICES AGREEMENT

## BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND
CONSTRUCTION MANAGER FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES 0-1 MILLION
THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this $19^{\text {th }}$ day of May , 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "Owner"), a body corporate and political subdivision pf the State of Florida, whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301
and
M.A.C. CONSTRUCTION, INC.
(hereinafter referred to as "Construction Manager"),
having its principal place of business at 9500 NW $12^{\text {th }}$ Street, Suite Bay \#2

Doral, FL 33172

WHEREAS, Owner and Construction Manager entered into a Construction Agreement dated September 6, 2017 (hereafter "Agreement"); and

WHEREAS, Owner and Construction Manager acknowledge and agree that the Agreement is in full force and effect as revised by this First Amendment; 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 exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals contained herein are true and correct and are incorporated herein by reference.
2. Amended Provisions. All terms, conditions, duties and obligations set forth in "CSA Article \#3" attached hereto are hereby incorporated into the Agreement.
3. Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
4. Order of Precedence among Agreement Documents. 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 to Agreement; then
b) the Agreement.
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.
[Remainder of page intentionally left blank]

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.

## FOR OWNER

(SEAL)

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA 

By<br>$\qquad$<br>Donna P. Korn, Chair

ATTEST

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Remainder of page intentionally left blank]


Witness


# $\operatorname{coc} 1504793$ 

Construction Manager's Registration Number

## STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me, by means of $\square$ physical presence or $\square$ online notarization, this $1^{\text {St }}$ day of APRIL, 2020 by Mary Ceavers of M.A.C. Construction, Inc. on behalf of the corporation or agency.

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

My commission expires:

(SEAL)


## CSA Article \#3

## E-BUILDER REQUIREMENTS

3.1.2 e-Builder. The Construction Manager shall use the Owner's Project Management software, eBuilder, 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.

## [End of E-BUILDER REQUIREMENTS]

FIRST AMENDMENT TO
CONTINUING CONTRACT CONSTRUCTION SERVICES AGREEMENT

## BETWEEN <br> THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA <br> AND <br> CONSTRUCTION MANAGER <br> FOR <br> CONSTRUCTION MANAGEMENT AT RISK SERVICES 0-1 MILLION

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
$\qquad$ day of May , 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "Owner"),
a body corporate and political subdivision pf the State of Florida, whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301
and
SAGOMA CONSTRUCTION SERVICES, INC.
(hereinafter referred to as "Construction Manager"), haviug its principal place of business at 10032 NW $46^{\text {th }}$ Street
Sunrise, FL 33351

WHEREAS, Owner and Construction Manager entered into a Construction Agreement dated September 6, 2017 (hereafter "Agreement"); and

WHEREAS, Owner and Construction Manager acknowledge and agree that the Agreement is in full force and effect as revised by this First Amendment; 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 exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals contained herein are true and correct and are incorporated herein by reference.
2. Amended Provisions. ADD all terms, conditions, duties and obligations concerning eBuilder as set forth in "CSA Article \#3" attached hereto.
3. Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
4. Order of Precedence among Agreement Documents. 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 to Agreement; then
b) the Agreement.
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.
[Remainder of page inientionally leêt blank]

## CSA Article \#3

## E-BUILDER REQUIREMENTS

3.1.2 e-Builder. The Construction Manager shall use the Owner's Project Management software, eBuilder, 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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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.

## FOR OWNER

(SEAL)

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA 

By<br>Donna P. Korn, Chair

[^1]> Approved as to Form and Legal Content:

[Remainder of page intentionally left blank]


## FOR CONSTRUCTION MANAGER

## Sagoma Construction Services, Inc.

## ATTEST:

By Brian A. Powell, President


CGC 1511575
Construction Manager's Registration Number
STATE OF FLORIDA )
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me, by means of $\boxtimes$ physical presence or $\square$ online notarization, this $15 T$ day of APRIL , 2020 by Brian A. Powell of Sagoma Construction Services, Inc. on behalf of the corporation or agency.
$\mathrm{He} /$ she is personally known to me or produced as Identification $\qquad$ and did/did not first take an oath.

My commission expires: 9/12/2021
(SEAL)



[^0]:    WHEREAS, Owner and Construction Manager entered into a Construction Agreement dated September 6, 2017 (hereafter "Agreement"); and

    WHEREAS, Owner and Construction Manager acknowledge and agree that the Agreement is in full force and effect as revised by this First Amendment; 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 exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

[^1]:    Robert W. Runcie, Superintendent of Schools

