SECOND AMENDMENT TO CONTINUING CONTRACT – CONSTRUCTION SERVICES AGREEMENT

BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSTRUCTION MANAGER FOR CONSTRUCTION MANAGER O-1 MILLION

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this 19th 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

CORE CONSTRUCTION SERVICES OF FLORIDA, LLC

(hereinafter referred to as "Construction Manager"), having its principal place of business at 8027 Cooper Creek Blvd., Suite 110 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. <u>Recitals</u>. The recitals contained herein are true and correct and are incorporated herein by reference.
- 2. <u>Amended Provisions</u>. 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. <u>Authority:</u> 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.

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
ATTEST	By Donna P. Korn, Chair
Robert W. Runcie, Superintendent of Schools	
	Approved as to Form and Legal Content:
	Office of the General Counsel

FOR CONSTRUCTION MANAGER

TOR COILD	THE OTTOIT MAINTIGER
(Corporate Seal)	mind of Florida
	Core Construction Services of Florida, ELG
	3 S S S S S S S S S S S S S S S S S S S
ATTEST:	By MA
	John P. Wiseman, President
	*** Andrews of the State of the
, Secretary	
Witness Hunda Bronch gurt Witness	
	Cac 1516489 Construction Manager's Registration Number
STATE OF FLORIDA)	
ý	
COUNTY OF BROWARD)	
The foregoing instrument was acknowledged notarization, this Let day of Services of Florida, LLC on behalf of the co	before me, by means of physical presence or online of 2020 by John P. Wiseman of Core Construction rporation or agency.
He/she is personally known to me or produdid/did not first take an oath.	ced as Identification and
My commission expires: $9 - 1 - 10 $	
5	Signature, Notary Public
KELLY S DREELS Notary Public - State of Florida Commission # GG 366500 My Comm. Expires Sep 21, 2023 Bonded through National Notary Assn.	Printed Name of Notary

E-BUILDER REQUIREMENTS

- 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.
- <u>3.1.2.1 Forms Module.</u> 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.
- <u>3.1.2.3 Calendar Module.</u> 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.
- <u>3.1.2.4 Meetings.</u> 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.

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 19th 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

G.E.C. ASSOCIATES, INC.

(hereinafter referred to as "Construction Manager"), having its principal place of business at 9487 NW 12th Street 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. <u>Recitals</u>. The recitals contained herein are true and correct and are incorporated herein by reference.
- 2. <u>Amended Provisions</u>. 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. <u>Authority:</u> 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.

(SEAL) THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA By_____ Donna P. Korn, Chair Robert W. Runcie, Superintendent of Schools Approved as to Form and Legal Content:

[Remainder of page intentionally left blank]

Office of the General Counsel

FOR CONSTRUCTION MANAGER
G.E.C. Associates, Inc. By Luis N Enriquez, President
Witness Witness Construction Manager's Registration Number
STATE OF FLORIDA) COUNTY OF MIAMI-DADE)
The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization, this □ day of □ physical presence or □ online notarization 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 LUIS A TARAFA Notary Public - State of Florida Commission # GG 097411 My Comm. Expires Jun 7, 2021 Signature, Notary Public Printed Name of Notary

E-BUILDER REQUIREMENTS

- 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.
- <u>3.1.2.2 Work Flows.</u> 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.
- <u>3.1.2.3 Calendar Module.</u> 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.

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 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. <u>Amended Provisions</u>. 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. <u>Authority:</u> 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.

FOR OWNER

(SEAL)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST	By Donna P. Korn, Chair
Robert W. Runcie, Superintendent of Schools	
	Approved as to Form and Legal Content:
	Office of the General Counsel

(Corporate Seal)

FOR CONSTRUCTION MANAGER

(Corporate Seal)	
Part and the second second	Grace & Naeem Uddin, Inc.
ATTEST:	By Macrol Graciela Beltran-Uddin, President
, Secretary	
-or-	
Witness	
Witness	
	CGC048558 & CGC052843 Construction Manager's Registration Number
STATE OF FLORIDA)	
COUNTY OF BROWARD)	
	ged before me, by means o⊠ physical presence or □ online by Graciela Beltran-Uddin of Grace & Naeem Uddin, Inc. on
He/she is personally known to me or profirst take an oath.	duced as Identification and did/did not
My commission expires:	Signature, Notary Public
ADRIANA FERNANDEZ MY COMMISSION # GG 335770 EXPIRES: September 1, 2023 Bonded Thru Notary Public Underwriters	Adriana Fernandez Printed Name of Notary

E-BUILDER REQUIREMENTS

- 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.
- <u>3.1.2.2 Work Flows.</u> 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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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 19th 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 12th Street, Suite Bay 1 Miami, 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. <u>Recitals</u>. The recitals contained herein are true and correct and are incorporated herein by reference.
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 - b) the Agreement.
- 5. <u>Authority:</u> 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.

FOR OWNER

(SEAL)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST	By Donna P. Korn, Chair
Robert W. Runcie, Superintendent of Schools	
	Approved as to Form and Legal Content:
	Office of the General Counsel

FOR CONSTRUCTION MANAGER
H.A. Contracting, Corp. ATTEST: By Leve fuel of the Henry III Angelo, President , Secretary
-or-
Witness
Witness
CGC01070 3 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 onling notarization, this $\underline{\mathcal{D}}$ day of $\underline{\mathcal{D}}$, 2020 by $\underline{\mathbf{Henry III Angelo}}$ of $\underline{\mathbf{H.A. Contracting, Corp}}$ 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 Rub 16 MARY CEAVERS MY COMMISSION # GG 291115 EXPIRES: March 5, 2023 Bonded Thru Notary Public Underwrite Printed Name of Notary

E-BUILDER REQUIREMENTS

- <u>3.1.2 e-Builder</u>. 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.
- <u>3.1.2.1 Forms Module.</u> 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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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^{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

THORNTON CONSTRUCTION COMPANY, INC.

(hereinafter referred to as "Construction Manager"), having its principal place of business at 13290 NW 42nd 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.
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- 1. <u>Recitals</u>. The recitals contained herein are true and correct and are incorporated herein by reference.
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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
ATTEST	Donna P. Korn, Chair
Robert W. Runcie, Superintendent of Schools	
	Approved as to Form and Legal Content:
	Office of the General Counsel

0.0%	FOR CONSTRUCTION MANAGER
(Corporate Seal) ATTEST:	Thornton Construction Company, Inc. By Thomas Thornton, President
, Secr	etary
Witness	
/	CGC 058425
	Construction Manager's Registration Number
STATE OF FLORIDA) COUNTY OF BROWARD)	
The foregoing instrument was a notarization, this day of day of company, Inc. on behalf of the	cknowledged before me, by means of physical presence or online, 2020 by Thomas Thornton of Thornton Construction corporation or agency.
He/she is personally known to did/did not first take an oath.	me or produced as Identification and
My commission expires:	Signature, Notary Public
(SEAL) Notary Public State of Flor Denise Turna-Rusinque My Commission GG 0696	

E-BUILDER REQUIREMENTS

- 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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- <u>3.1.2.3 Calendar Module.</u> 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.

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 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. <u>Recitals</u>. The recitals contained herein are true and correct and are incorporated herein by reference.
- 2. <u>Amended Provisions</u>. 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. <u>Authority:</u> 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.

FOR OWNER

(SEAL)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST	By Donna P. Korn, Chair
Robert W. Runcie, Superintendent of Schools	
	Approved as to Form and Legal Content:
	Office of the General Counsel

FOR CONSTRUCTION MANAGER

(C	
(Corporate Seal)	
O RPORATE.	Lego Construction, Co.
ATTEST:	By
ALORION.	Luis Garcia, President
, Secretary , , , \	imi
-or-	
K Sahish Kumar Reddy	
Witness	
Mah	
Witness	A a a
	Construction Manager's Registration Number
STATE OF FLORIDA)	
) COUNTY OF BROWARD)	
ood or bito will be	
	ed before me, by means of □ physical presence or □ online, 2020 by <u>Luis Garcia</u> of <u>Lego Construction, Co.</u> on behalf
He/she is <u>personally known</u> to me or produid/did not first take an oath.	duced as Identification and
My commission expires:	Å 10
	Posu Ripeell
	Signature, Notary Public
(SEAL)	Rosu Ripoll
	Printed Name of Notary
	ROSA RIPOLL Notary Public - State of Florida Commission # GG 187848 My Comm. Expires Feb 20, 2022
	Bonded through National Notary Assn.

E-BUILDER REQUIREMENTS

- 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.
- <u>3.1.2.1 Forms Module.</u> 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.

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 19th 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 12th 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. <u>Recitals</u>. The recitals contained herein are true and correct and are incorporated herein by reference.
- 2. <u>Amended Provisions</u>. 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. <u>Authority:</u> 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.

FOR OWNER

(SEAL)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST	By Donna P. Korn, Chair
Robert W. Runcie, Superintendent of Schools	
	Approved as to Form and Legal Content:
	Office of the General Counsel

FOR CONSTRUCTION MANAGER (Corporate Seal)

(Corporate Seal) ATTEST:	M.A.C. Construction, Inc. By Mary Ceavers, President
, Secretary	
Witness	
Witness	
	CGC 1504793 Construction Manager's Registration Number
STATE OF FLORIDA)	
COUNTY OF BROWARD)	
The foregoing instrument was acknowledged before notarization, this, 2020 behalf of the corporation or agency.	re me, by means of ☑ physical presence or ☐ online 0 by Mary Ceavers of M.A.C. Construction, Inc. on
He/she is personally known to me or produced a did/did not first take an oath.	s Identification and
My commission expires:	
Le	l'é Sus Gaud
(SEAL) KELLI ERBS GARCELL MY COMMISSION # GG 209273	ure, Notary Public LLI ERBS GALUEU d Name of Notary

E-BUILDER REQUIREMENTS

- 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.
- <u>3.1.2.1 Forms Module.</u> 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.
- <u>3.1.2.2 Work Flows.</u> 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.
- <u>3.1.2.3 Calendar Module.</u> 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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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 19th 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"), having its principal place of business at 10032 NW 46th 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. <u>Recitals</u>. The recitals contained herein are true and correct and are incorporated herein by reference.
- 2. <u>Amended Provisions</u>. 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. <u>Authority:</u> 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.

E-BUILDER REQUIREMENTS

- 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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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

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(SEAL)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST	By Donna P. Korn, Chair
Robert W. Runcie, Superintendent of Schools	
	Approved as to Form and Legal Content: Office of the General Counsel



FOR CONSTRUCTION MANAGER

Sagoma Construction Services, Inc. ATTEST: By Brian A. Powell, President , Secretary -or-Witness CGC 1511575 Construction Manager's Registration Number STATE OF FLORIDA COUNTY OF BROWARD The foregoing instrument was acknowledged before me, by means of ⊠ physical presence or □ online , 2020 by Brian A. Powell of Sagoma Construction day of APRIL notarization, this 1ST Services, Inc. on behalf of the corporation or agency. He/she is personally known to me or produced as Identification_ did/did not first take an oath. My commission expires: 9/12/2021 Signature, Notary Public (SEAL)



Printed Name of Notary