



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-05-19 10:05 - Regular School Board Meeting	
ITEM No.:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">J-12.</td> </tr> </table>	J-12.
J-12.		
AGENDA ITEM		ITEMS
CATEGORY	J. OFFICE OF FACILITIES & CONSTRUCTION	
DEPARTMENT	Facilities Pre-Construction	

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
Open Agenda	
<input type="radio"/> Yes	<input checked="" type="radio"/> No

TITLE:
 Amendments to the Construction Services Agreements Continuing Contracts - Construction Manager at Risk Services - Various Contractors - RFQ 17-197C

REQUESTED ACTION:
 Approve the Amendments to the Construction Services Agreements Continuing Contracts, Construction Manager at Risk Services, for Various Contractors, from \$0 to \$1M, RFQ 17-197C.

SUMMARY EXPLANATION AND BACKGROUND:
 Amend the Construction Services Agreements Continuing Contracts for Construction Manager at Risk Services \$0 to \$1M: See Executive Summary (Exhibit 1). These Amendments have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction
 Goal 2: Safe & Supportive Environment
 Goal 3: Effective Communication

FINANCIAL IMPACT:
 There is no financial impact to the District.

EXHIBITS: (List)
 (1) Executive Summary (2) Amendments

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Shelley N. Meloni, Director, Pre-Constr.	Phone: 754-321-1515
Name: Daniel Jardine, Director, CBRE Heery	Phone: 754-321-4850

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title

Frank Girardi - Executive Director

Signature

Frank L. Girardi
 5/3/2020, 9:20:06 PM

Approved In Open Board Meeting On: **MAY 19 2020**
 By:
 School Board Chair

EXECUTIVE SUMMARY
Amendments to the Construction Services Agreements
Continuing Contracts for Construction Manager at Risk Services
Various Contractors
SMART Program Renovations
RFQ 17-197C

PROJECT OVERVIEW:

Type of Contract:	Continuing Contract for Construction Manager at Risk Services
Project Contractor:	Various Contractors
Notice to Proceed Date:	N/A

GENERAL OVERVIEW:

The Construction Services Agreement Continuing Contracts for Construction Manager at Risk Services was approved by the Board on September 6, 2017 (Agenda Item JJ-1) where the estimated construction cost of each individual project undertaken shall not exceed \$1,000,000 and the cumulative estimated construction cost of all projects undertaken shall not exceed \$10,000,000 with a duration of two (2) years plus two (2) one-year extensions. The Board approved the first of two (2) one-year extensions on August 20, 2019.

The purpose of these Amendments to the Construction Services Agreement (CSA) Continuing Contracts for Construction Manager at Risk Services is to require each Construction Manager to use the Owner’s e-Builder Project Management software on each of their assigned projects. The Construction Managers have agreed to revise the Agreements to incorporate the required use of e-Builder.

The following Contractors have agreed to revise the Agreement to incorporate the required e-Builder language:

- CORE Construction Services of Florida, LLC
- G.E.C. Associates, Inc.
- Grace & Naeem Uddin, Inc.
- H.A. Contracting, Corp.
- Thornton Construction Company, Inc.
- LEGO Construction, Co.
- M.A.C. Construction, Inc.
- Sagoma Construction Services, Inc.

The e-Builder language to be inserted into the CSAs can be found in Exhibit 2, Amendments. There is no financial impact to the District resulting from these Amendments to the CSAs.

These Amendments have been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SECOND 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 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 of 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. **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

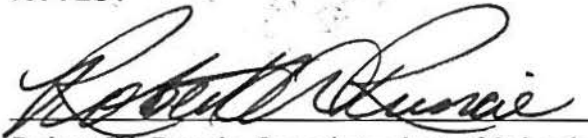
(SEAL)



THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

ATTEST


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)

Core Construction Services of Florida, LLC



ATTEST:

By [Signature]
John P. Wiseman, President

_____, Secretary

-OR-

[Signature]
Witness
[Signature]
Witness

CQC 1516489
Construction Manager's Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

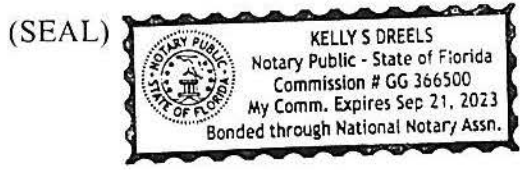
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 18 day of April, 2020 by John P. Wiseman of Core Construction Services of Florida, LLC on behalf of the corporation or agency.

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

My commission expires: 9-21-2023

[Signature]
Signature, Notary Public

Kelly Dreels
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, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes. Licenses shall be provided to Construction Manager to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

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

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

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

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

3.1.2.5 Access to e-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder. This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Vendor. Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

[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
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 of 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. **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

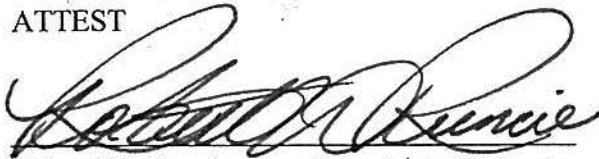
(SEAL)



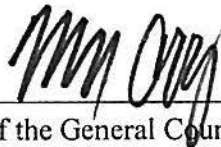
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

ATTEST

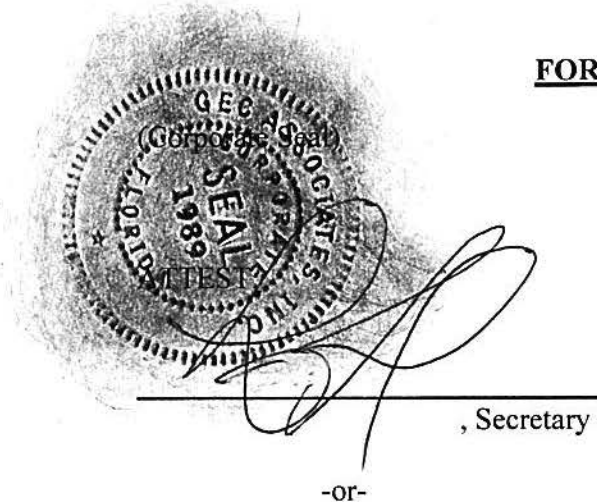

Robert W. Runcie, Superintendent of Schools

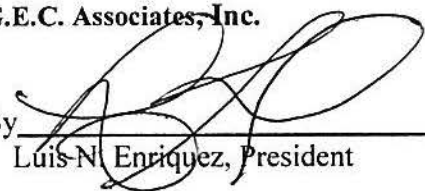
Approved as to Form and Legal Content:

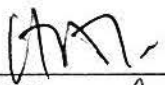

Office of the General Counsel

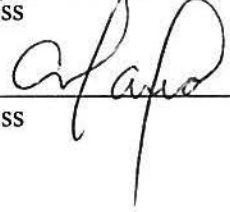
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FOR CONSTRUCTION MANAGER


_____, Secretary

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 21 day of MARCH, 2020 by Luis N. Enriquez of G.E.C. Associates, Inc. on behalf of the corporation or agency.

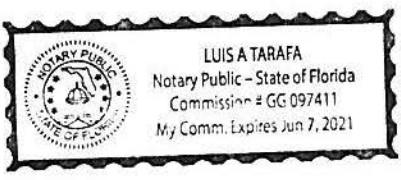
He/she is personally known to me or produced as Identification _____ and did/did not first take an oath.

My commission expires:



Signature, Notary Public
LUIS TARAF A

Printed Name of Notary

(SEAL) 
LUIS A TARAF A
Notary Public - State of Florida
Commission # GG 097411
My Comm. Expires Jun 7, 2021

CSA Article #3

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.

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]

**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 of 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.
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[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 Counsel

[Remainder of page intentionally left blank]

CSA Article #3

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.

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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[End of E-BUILDER REQUIREMENTS]



FOR CONSTRUCTION MANAGER

Grace & Naeem Uddin, Inc.

ATTEST:

[Handwritten Signature]

Secretary
V.P.

By *[Handwritten Signature]*
Graciela Beltran-Uddin, President

-or-

[Handwritten Signature]
Witness

[Handwritten Signature]
Witness

CGC048558 & CGC052843

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 notarization, this 1st day of April, 2020 by Graciela Beltran-Uddin of Grace & Naeem Uddin, Inc. on behalf of the corporation or agency.

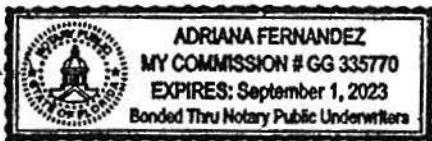
He/she is personally known to me or produced as Identification _____ and did/did not first take an oath.

My commission expires:

[Handwritten Signature]
Signature, Notary Public

Adriana Fernandez
Printed Name of Notary

(SEAL)



**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**

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19th day of May, 2020, by and between

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(hereinafter referred to as “Owner”),
a body corporate and political subdivision of 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

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WHEREAS, Owner and Construction Manager acknowledge and agree that the Agreement is in full force and effect as revised by this First Amendment; and

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FOR OWNER

(SEAL)



THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Donna P. Korn*
Donna P. Korn, Chair

ATTEST

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

M. McCreary
Office of the General Counsel

[Remainder of page intentionally left blank]

CSA Article #3

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

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

3.1.2.5 Access to e-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder. This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Vendor. Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

[End of E-BUILDER REQUIREMENTS]

FOR CONSTRUCTION MANAGER



[Signature]
, Secretary

H.A. Contracting, Corp.

By [Signature]
Henry III Angelo, President

-or-

[Signature]
Witness

[Signature]
Witness

16C010703
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 notarization, this 5 day of April, 2020 by Henry III Angelo of 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]
Signature, Notary Public

	MARY CEAVERS MY COMMISSION # GG 291115 EXPIRES: March 5, 2023 Bonded Third Notary Public Under Seal
--	--

Printed Name of Notary

(SEAL)

**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 of 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

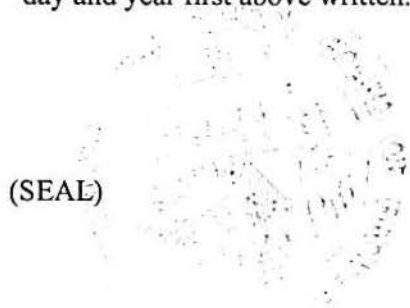
WHEREAS, the Construction Manager has agreed to revise the Agreement to incorporate the required use of e-Builder.

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.



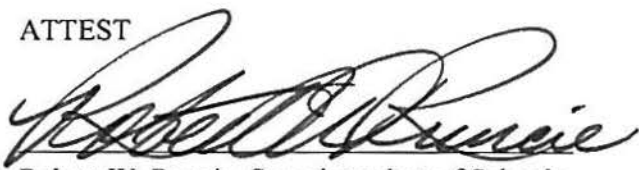
(SEAL)

FOR OWNER

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 Counsel

[Remainder of page intentionally left blank]



FOR CONSTRUCTION MANAGER

Thornton Construction Company, Inc.

By
Thomas Thornton, President

_____, Secretary

-or-

Witness

Witness

CGC058425
Construction Manager's Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

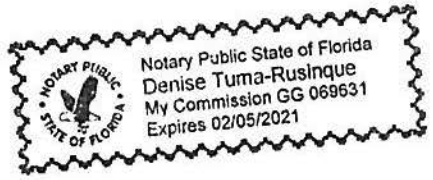
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 1 day of April, 2020 by **Thomas Thornton** of **Thornton Construction Company, Inc.** on behalf of the corporation or agency.

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

My commission expires:

Signature, Notary Public
Denise Rusinque
Printed Name of Notary

(SEAL)



CSA Article #3

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.

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

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

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

3.1.2.5 Access to e-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder. This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Vendor. Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

[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
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 of 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:

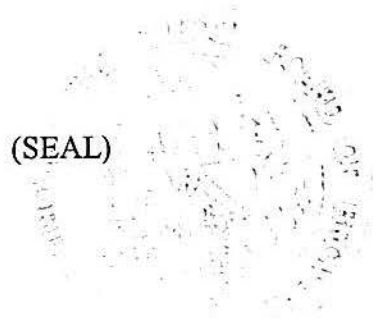
1. **Recitals.** The recitals contained herein are true and correct and are incorporated herein by reference.
2. **Amended Provisions.** ADD all terms, conditions, duties and obligations concerning eBuilder as set forth in “CSA Article #3” attached hereto.
3. **Other Provisions Remain in Force.** Except 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]

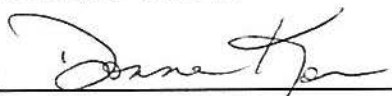
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

FOR OWNER


(SEAL)



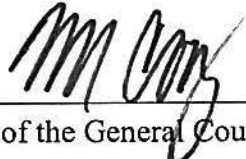
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By 
Donna P. Korn, Chair

ATTEST


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)

ATTEST:

[Signature]



, Secretary

Lego Construction, Co.

By [Signature]
Luis Garcia, President

-or-

K. Satish Kumar Reddy
Witness

[Signature]
Witness

CGC 1510788
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 notarization, this 31 day of March, 2020 by Luis Garcia of Lego Construction, Co. on behalf of the corporation or agency.

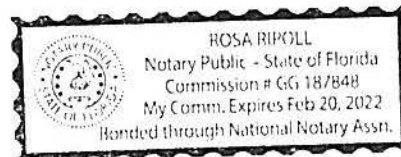
He/she is personally known to me or produced as Identification _____ and did/did not first take an oath.

My commission expires:

Rosa Ripoll
Signature, Notary Public

(SEAL)

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, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes. Licenses shall be provided to Construction Manager to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

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

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

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

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

3.1.2.5 Access to e-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder. This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Vendor. Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

[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 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 of 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. **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)



ATTEST

Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By
Donna P. Korn, Chair

Approved as to Form and Legal Content:

Office of the General Counsel

[Remainder of page intentionally left blank]



FOR CONSTRUCTION MANAGER

M.A.C. Construction, Inc.

By *Mary Ceavers*
Mary Ceavers, President

ATTEST:

Mary Ceavers
, Secretary

-or-

[Signature]
Witness

Mary Ceavers
Witness

CGC 1504793
Construction Manager's Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

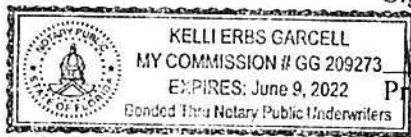
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 1st day of APRIL, 2020 by Mary Ceavers of M.A.C. Construction, Inc. on behalf of the corporation or agency.

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

My commission expires:

Kelli Erbs Garcell
Signature, Notary Public

(SEAL)



KELLI ERBS GARCELL
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, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes. Licenses shall be provided to Construction Manager to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

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

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

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

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

3.1.2.5 Access to e-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder. This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Vendor. Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

[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
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 of 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. **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]

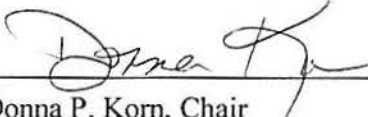
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

FOR OWNER


(SEAL)



THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

ATTEST


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


Sagoma Construction Services, Inc.


ATTEST:

By 
Brian A. Powell, President

_____, Secretary

-or-


Witness


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 notarization, this 1ST day of APRIL, 2020 by Brian A. Powell of Sagoma Construction Services, Inc. on behalf of the corporation or agency.

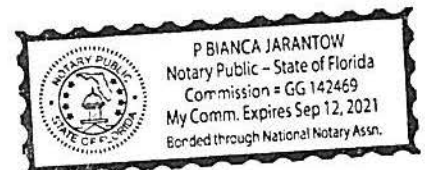
He/she is personally known to me or produced as Identification N/A and did/did not first take an oath.

My commission expires: 9/12/2021


Signature, Notary Public

P. Bianca Jarantow
Printed Name of Notary

(SEAL)



CSA Article #3

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.

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

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

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

3.1.2.5 Access to e-Builder and Licensing. Vendor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder. This information together with a request for licensing shall be sent to Colette Jones, Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Vendor. Training shall be coordinated, scheduled and provided to those provided access and licenses by Colette Jones. Additional training may be provided based on availability.

[End of E-BUILDER REQUIREMENTS]