### 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 <u>19<sup>th</sup></u> day of <u>May</u>, 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.

- 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. <u>Other Provisions Remain in Force.</u> Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
- 4. <u>Order of Precedence among Agreement Documents.</u> 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

By\_\_\_\_

ATTEST

Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Coursel

# FOR CONSTRUCTION MANAGER

(Corporate Seal)

ATTEST:

Core Construction Services of Florida, I By John P. Wiseman, President

, Secretary

-oriffiess Witness

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 <u>I</u> day of <u>Core Construction</u>, 2020 by <u>John P. Wiseman</u> of <u>Core Construction</u> <u>Services of Florida, LLC</u> 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, Notary Public

(SEAL) 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.

**<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.

<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.

<u>**3.1.2.5** Access to e-Builder and Licensing.</u> 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 <u>19<sup>th</sup></u> day of <u>May</u>, 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 12<sup>th</sup> 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.

- 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. <u>Other Provisions Remain in Force.</u> Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
- 4. <u>Order of Precedence among Agreement Documents.</u> 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

Ву\_\_\_\_\_

Donna P. Korn, Chair

ATTEST

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel



G.E.C. Associates, Inc. By Enriquez. resident

Witness Witness

GCDLAS

Construction Manager's Registration Number

# STATE OF FLORIDA COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of D physical presence or D online notarization, this day of VHIUH, 2020 by Luis N. Enriquez of G.E.C. Associates, Inc. on behalf of the corporation or agency.

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)

LUIS A TARAFA

Notary Public – State of Florida

Commission # GG 097411 Comm Expires Jun 7, 202

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

My commission expires:

(SEAL)

Signature Notary Public

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.

**<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.

**<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  $19^{\text{th}}$  day of <u>May</u>, 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.

- 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. <u>Other Provisions Remain in Force.</u> Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
- 4. <u>Order of Precedence among Agreement Documents.</u> 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

Ву\_\_\_\_\_

Donna P. Korn, Chair

ATTEST

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

(Corporate Seal)	FOR CONSTRU	CTION MANAGER
DAVI NIN		Grace & Naeem Uddin, Inc.
ATTEST:	· ·	By <u>Aaciela</u> Graciela Beltran-Uddin, Pre
, Se	v.P.	
-or-		
Witness		
		CGC048558 & CGC
		Construction Manager's I

sident

052843

Registration Number

STATE OF FLORIDA ) ) COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me, by means o⊠ 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:

**ADRIANA FERNANDEZ COMMISSION # GG 335770** (SE EXPIRES: September 1, 2023 Bonded Thru Notary Public Underwriter

Signature, Notary Public

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.

**<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 19<sup>th</sup> day of May , 2020, by and between

#### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

#### H.A. CONTRACTING, CORP.

(hereinafter referred to as "Construction Manager"), having its principal place of business at 9500 NW 12<sup>th</sup> 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.

- 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. <u>Other Provisions Remain in Force.</u> Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
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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

By\_\_\_\_\_

ATTEST

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. By Henry III Angelo, President

-or-

Witness Witness

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 <u>5</u> day of <u>Hpril</u>, 2020 by <u>Henry III Angelo</u> of <u>H.A. Contracting, Corp.</u> 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, Notar Public MARY CEAVERS MY COMMISSION # GG 291115 EXPIRES: March 5, 2023

Bonded Thru Notary Public Underwill

(SEAL)

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.

**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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#### FIRST AMENDMENT TO CONTINUING CONTRACT – CONSTRUCTION SERVICES AGREEMENT

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

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this  $19^{\text{th}}$  day of <u>Mav</u>, 2020, by and between

#### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

#### THORNTON CONSTRUCTION COMPANY, INC.

(hereinafter referred to as "Construction Manager"), having its principal place of business at 13290 NW 42<sup>nd</sup> 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

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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

By\_\_\_\_

Donna P. Korn, Chair

ATTEST

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel



### FOR CONSTRUCTION MANAGER

Thornton Construction Company, Inc.

By

Thomas Thornton, President

, Secretary

-or-Witness Witness

Construction Manager's Registration Number

STATE OF FLORIDA ) ) COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_\_, 2020 by <u>Thomas Thornton</u> of <u>Thornton Construction</u> <u>Company, Inc.</u> 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

(SEAL)



Printed Name of Notary

Page 4 of 5

# **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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# FIRST AMENDMENT TO CONTINUING CONTRACT – CONSTRUCTION SERVICES AGREEMENT

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

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

#### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

#### 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.

- 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. <u>Other Provisions Remain in Force.</u> Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
- 4. <u>Order of Precedence among Agreement Documents.</u> 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

Ву\_\_\_\_\_

ATTEST

# 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



-or-

Kumor Witne

CGC 1510788

Construction Manager's Registration Number

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  $\Box$  physical presence or  $\Box$  online notarization, this 31 day of Murch , 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:

Signature, Notary Public

(SEAL)

Rosa Ripoll 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.

<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.

<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.

<u>3.1.2.5 Access to e-Builder and Licensing.</u> 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  $19^{\text{th}}$  day of <u>May</u>, 2020, by and between

#### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

#### M.A.C. CONSTRUCTION, INC.

(hereinafter referred to as "Construction Manager"), having its principal place of business at 9500 NW 12<sup>th</sup> 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.

- 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. <u>Other Provisions Remain in Force.</u> Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
- 4. <u>Order of Precedence among Agreement Documents.</u> 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

By\_\_\_\_

Donna P. Korn, Chair

ATTEST

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR CONSTRUCTION MANAGER ATTEST: , Secretary -or-

# M.A.C. Construction, Inc. By\_\_\_\_\_\_\_\_\_ Mary Ceavers, President

Witness

Witness

CGC 1504793

Construction Manager's Registration Number

STATE OF FLORIDA ) ) COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me, by means of  $\square$  physical presence or  $\square$  online notarization, this  $\_1^{57}$  day of  $\_APRL\_$ , 2020 by <u>Mary Ceavers</u> of <u>M.A.C. Construction, Inc.</u> on behalf of the corporation or agency.

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

My commission expires:

Tall

(SEAL)

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**<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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THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 19<sup>th</sup> 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 46<sup>th</sup> 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.

- 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

By\_\_\_\_

Donna P. Korn, Chair

ATTEST

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

1

Office of the General Counsel



ATTEST:

### FOR CONSTRUCTION MANAGER

Sagoma Construction Services, Inc.

By

Brian A. Powell, President

, Secretary

-or-

au 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 , 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\_ N/A and did/did not first take an oath.

My commission expires: 9/12/2021

Signature, Notary Public

(SEAL)

Printed Name of Notary



laranton

P BIANCA JARANTOW Notary Public - State of Florida Commission = GG 142469 My Comm. Expires Sep 12, 2021 Bonded through National Notary Assn.