



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
J-7.

MEETING DATE	2020-06-23 10:05 - Regular School Board Meeting
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:**  
See Executive Summary for details (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)

<b>SOURCE OF ADDITIONAL INFORMATION:</b>	
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  
5/27/2020, 2:18:36 PM

Electronic Signature  
Form #4189 Revised 07/25/2019  
RWR/ FG/SNM/DJ:lcc

Approved In Open Board Meeting On

JUN 23 2020

By: *Donna Kohn*  
School Board Chair

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

**PROJECT OVERVIEW:**

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

**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:

- Asset Builders, LLC d/b/a Messam Construction
- D. Stephenson Construction, 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.

**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  
23<sup>rd</sup> day of June, 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

**ASSET BUILDERS, LLC d/b/a MESSAM CONSTRUCTION**  
(hereinafter referred to as "Construction Manager"),  
having its principal place of business at  
3600 Red Road, Suite 303  
Miramar, FL 33025

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

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

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

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

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. **Recitals.** The recitals contained herein are true and correct and are incorporated herein by reference.
2. **Amended Provisions.** All terms, conditions, duties and obligations set forth in “**CSA Article #3**” attached hereto are hereby incorporated into the Agreement.
3. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
4. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
  - a) this First Amendment to Agreement; then
  - b) the Agreement.
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

[Remainder of page intentionally left blank]

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

**FOR OWNER**

(SEAL)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By



Donna P. Korn, Chair

ATTEST



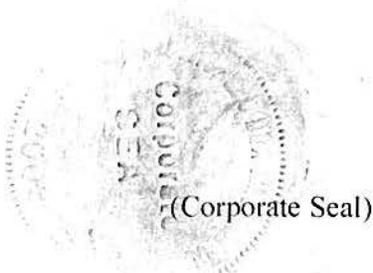
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]



(Corporate Seal)

**FOR CONSTRUCTION MANAGER**

Asset Builders, LLC d/b/a Messam Construction

By [Signature]  
Wayne Messam, President

ATTEST:

[Signature]  
Secretary  
-or-

[Signature]  
Witness  
[Signature]  
Witness

CGC1512276  
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 16<sup>th</sup> day of April, 2020 by Wayne Messam of Asset Builders, LLC d/b/a Messam Construction on behalf of the corporation or agency.

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

My commission expires:

(SEAL)

[Signature]  
Signature, Notary Public  
Jacqueline Dorval  
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]

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CONTINUING CONTRACT –  
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**BETWEEN  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
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FOR  
CONSTRUCTION MANAGEMENT AT RISK SERVICES 0-1 MILLION**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this  
23<sup>rd</sup> day of June, 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

**D. STEPHENSON CONSTRUCTION, INC.**  
(hereinafter referred to as “Construction Manager”),  
having its principal place of business at  
6241 North Dixie Highway, Suite 110  
Fort Lauderdale, FL 33334

**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.

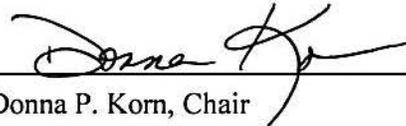
[Remainder of page intentionally left blank]

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**

D. Stephenson Construction, Inc.

By *D. H. Stephenson*  
Dwight Stephenson, President

*[Signature]*  
, Secretary

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

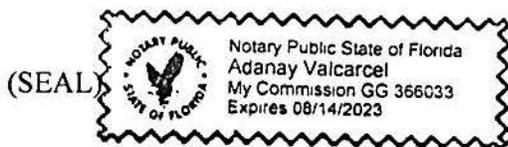
*CGC152515*  
Construction Manager's Registration Number

STATE OF FLORIDA     )  
  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this *27* day of *April*, 2020 by **Dwight Stephenson** of **D. Stephenson Construction, Inc.** on behalf of the corporation or agency.

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

My commission expires: *08/14/2023*



*[Signature]*  
Signature, Notary Public

*Adanay Valcarcel*  
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.

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[End of E-BUILDER REQUIREMENTS]