

**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 1 MILLION - 2 MILLION**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
23rd 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

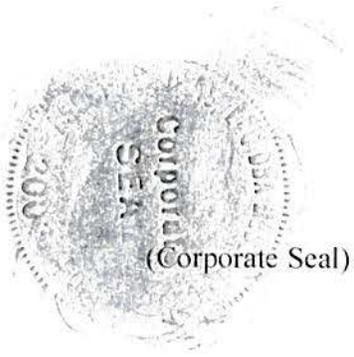
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]



FOR CONSTRUCTION MANAGER

ATTEST:

Jacqueline Dorval
Secretary

-or-

Janice Tucker
Witness

[Signature]
Witness

Asset Builders, LLC d/b/a Messam Construction

By Wayne Messam
Wayne Messam, President

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 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)

Jacqueline Dorval
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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**BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND
CONSTRUCTION MANAGER
FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES 1 MILLION – 2 MILLION**

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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



ATTEST:

[Signature]
_____, Secretary

D. Stephenson Construction, Inc.

By [Signature]
Dwight Stephenson, President

-or-

Witness

Witness

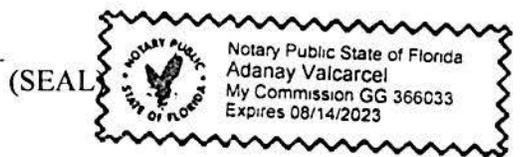
CGC 1521515
Construction Manager's Registration Number

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]

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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

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

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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

Thornton Construction Company, Inc.

By [Signature]
Thomas Thornton, President

_____, Secretary

[Signature]
Witness

[Signature]
Witness

CAC058425
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 May, 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]
Signature, Notary Public

(SEAL)

Rebecca Fernandez
Printed Name of Notary



Rebecca Fernandez
Comm. #GG929978
Expires: Feb. 13, 2022
Bonded Thru Aaron Notary

CSA Article #3

E-BUILDER REQUIREMENTS

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[End of E-BUILDER REQUIREMENTS]