

FIRST AMENDMENT TO CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

This First Amendment to Construction Management Services Agreement ("Agreement") is entered into this 27th day of June 2017, by and between SANTA BARBARA UNIFIED SCHOOL DISTRICT ("District") and LUNDGREN MANAGEMENT CORPORATION ("CM"). The District and the CM are collectively referred to in this Agreement as "the Parties." This Agreement is entered into with reference to the following recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, on or about January 10, 2017 the District and CM entered into a Construction Management Services Agreement ("Agreement") for the CM to provide certain construction management services in connection with the construction of the Peabody Grandstand Replacement and Stadium Renovation Project ("the Project") at the District's Santa Barbara High School Campus.

WHEREAS, at the time of entering into the Agreement, the District contemplated that it would use the CM Multi-Prime project delivery method.

WHEREAS, the CM provided Pre-Construction Phase services and certain Bid Phase services pursuant to the terms of the Agreement.

WHEREAS, the Project was bid out as a CM Multi-Prime delivery method and, upon reviewing the bid results, the District elected to reject all bids and has re-bid the project using a low-bid general contractor delivery method.

WHEREAS, the CM has invoiced the District, and the District has paid CM, a total of \$224,019.61 for services rendered by the CM pursuant to the terms of the Agreement from the time of commencement of services through April 30, 2017, which the CM agrees is sufficient to compensate CM for all services rendered during that period and of which the CM acknowledges receipt.

WHEREAS, the Parties wish to amend the Agreement to reflect the change in the scope of services rendered by the CM and the compensation to be paid to the CM, effective May 1, 2017.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties agree to amend certain provisions of the Agreement as follows:

1. This Amendment shall be effective as of May 1, 2017.

2. Section 1.1.5 is replaced in its entirety with the following:

"1.1.5 Construction Schedule. A Construction Schedule is the written or graphic description of the scheduling, sequencing and interrelationships of activities necessary to complete the Contract. Construction Schedules will be prepared by the Contractor for review by the CM and acceptance by the District and for incorporation into the Project Schedule by the CM."

3. Section 2.2 is replaced in its entirety with the following:

"2.2 Procurement and Coordination of General Condition Items: The CM will not be responsible for procuring, identifying and coordinating items which are necessary for the general construction of the Project, as such will be the responsibility of the

Contractor. The CM will review the Contract Documents to ensure that the obligations of the Contractor for general condition items specific to this Project are clearly identified therein.”

4. Section 2.2 is replaced in its entirety with the following:

“3.4 Facilities and Services for CM Use. The District will not be responsible for providing facilities for the CM as such will be the responsibility of the Contractor. The CM will review the Contract Documents to ensure that the obligations of the Contractor to provide facilities which are satisfactory to the CM are clearly identified therein.”

5. Section 5.1 is replaced in its entirety with the following:

“5.1 Contract Price for Services. The Contract Price for the CM's performance of Basic Services under this Agreement, exclusive of any Additional Services and Reimbursable Expenses, shall be a not-to-exceed fee of One Million Sixteen Thousand Seven Hundred Ninety Four dollars (\$1,016,794.00), based on the hourly rates set forth in Exhibit “B” to the Agreement. The Contract Price includes any and all administrative or overhead costs associated with or arising out of performance of the services under this Agreement, including without limitation, expenses for telephone (including cell phone), postage, delivery, office supplies, photographic film and development and travel to and from the offices of the CM and subconsultants to the Site and the District's administrative offices.

CM agrees that the Contract Price, together with the \$224,019.61 previously invoiced by and paid to CM for prior for services rendered from commencement of services through April 30, 2017 (receipt of which is acknowledged in the recitals of this Amendment), is sufficient to compensate CM for all services rendered during the Term of this Agreement. With the exception of any Additional Services requested by the District from and after May 1, 2017, CM waives any claim for compensation above and beyond the Contract Price for Basic Services.”

4. Section 5.4 is replaced in its entirety with the following:

“5.4 Allocation of Contract Price. The Contract Price for the Project is allocated to each Phase of the Basic Services as described below. The portion of the Contract Price to be disbursed by the District for each Phase or portion of Basic Services for the Project shall be limited by the allocation thereof as set forth below.

Pre-Construction Phase	\$0.00
Bidding Phase	\$42,640.00
Construction Phase	\$936,478.00
Post-Construction Phase	\$37,676.”

5. The Scope of Work set forth in Exhibit A shall be deemed modified to align with a low-bid general contractor project delivery method. The District may elect to bid the landscaping work as a separate package. Except as to that package, any work described in Exhibit A which is specific to a CM-Multi Prime delivery method shall not be required by the CM. The CM shall coordinate its services with that of District staff so as to minimize any overlap in responsibilities for management of the Project.

6. Section 2.2 of Exhibit A (Bid-Time Schedule) is deleted in its entirety.

7. Section 3.9.1 of Exhibit A (Project Schedule) is replaced in its entirety with the following:

“3.9.1 Project Schedule. The CM shall develop a Project Schedule for District review and acceptance. The CM shall modify the Project Schedule as necessary to obtain the District Representative’s acceptance of the entirety thereof. The Project Schedule accepted by the District shall be distributed by the CM to Contractor and other Project participants. During the course of Project construction and based upon the Contractor’s updated construction schedules, CM shall monitor and update the Project Schedule on a monthly basis or more frequently as may be requested from time-to-time by the District so that the District is kept fully informed at all times of the status and overall construction progress of the Project construction and the status of the Contractor’s construction progress. Where the actual rate of construction progress of the Project is behind that indicated by the then current Project Schedule, CM shall advise and make recommendations to the District for remedial measures. The CM shall implement such measures as directed or authorized by the District.”

8. Section 3.9.2 of Exhibit A (Trade Contractors’ Schedule) is replaced in its entirety with the following:

“3.9.2 Contractor’s Schedule. CM shall review the Construction Schedule prepared the Contractor and updates thereof for: (i) verification of conformity to the requirements established in the Construction Documents and; (ii) verification that all necessary activities to complete construction of the Project in accordance with the DSA reviewed Design Documents are reflected in the Contractor’s Schedule; (iii) verification that the duration for construction activities are reasonable; and (iv) if required by the terms of the Contract, verification that the Contractor’s Schedule incorporates requirements for manpower and other resources necessary for the construction of the Project. If the CM, upon review of the Contractor’s Schedule is unable to verify any of the matters set forth above, the CM shall notify the District Representative in writing of such inability, along with recommendations for actions of the Contractor or modifications to the Contractor’s Schedule so that the CM can verify such matters. The CM shall implement such measures as directed or authorized by the District.”

9. Section 3.9.3 of Exhibit A (Coordination of Construction Activities) is replaced in its entirety with the following:

“3.9.3 Coordination of Construction Activities. CM shall coordinate the activities of the Contractor with the CM, the Architect, Project Inspector, Test/Inspection Service Providers, Project Consultants and the District in conformity with the Project Schedule.”

10. The following category is added to the hourly rate sheet attached to the Agreement as Exhibit “B”:

“Construction Manager per hour \$110”

11. The terms of the Agreement shall continue in full force and effect, except to the extent modified herein. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

IN WITNESS HEREOF, the Parties have executed this First Amendment as of the date set forth above.

“District”

“CM”

Santa Barbara Unified School District

Lundgren Management Corporation

By _____
Meg Jetté
Assistant Superintendent, Business Services

By _____
Title: _____