## FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (hereinafter referred to as the **"THE SCHOOL BOARD"**), a political subdivision of the State of Florida, having its principal place of business at 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

# BROWARD COUNTY, FLORIDA (hereinafter referred to as the "COUNTY"), a political subdivision of the State of Florida, located at 115 S. Andrews Avenue, Room 409, Fort Lauderdale, FL 33301

WHEREAS, on December 15, 1992, THE SCHOOL BOARD and the COUNTY (collectively, the "**Parties**") entered into a fifty (50) year Agreement (hereafter the "Agreement") to delineate the planning, funding, construction, and operating procedures for a library ("LIBRARY") to be constructed on land owned by the City of Pembroke Pines (the "City") to be utilized both by THE SCHOOL BOARD as a media center for Walter C. Young Middle School, and as a public library by the COUNTY; and

WHEREAS, four years later, on December 3, 1996, THE SCHOOL BOARD, the COUNTY, and the City entered into a Lease Agreement (hereafter "Land Lease") to allow THE SCHOOL BOARD and the COUNTY to lease the land owned by the City on which to construct the LIBRARY; and

WHEREAS, Article 8 of the Agreement requires the Parties to equally share the costs of any major enhancements, repairs, or building replacements to the LIBRARY, and the Parties agree that major enhancements, repairs, and building replacements were required for the LIBRARY including, but not limited to, roof replacement, carpeting replacement, replacement of two (2) HVAC air handling units, installation of new VFD's, a new outside air intake louver, new duct work within the mechanical room, new control system for the EMS, replacement of electrical conduit and wiring for the HVAC work, fire alarm system replacement, and patching and painting as required at areas impacted by all work.

WHEREAS, the Parties desire to formally acknowledge and agree to the scope of work, schedule, and cost of the major enhancements, repairs, and building replacements performed, via this First Amendment to Agreement; and

WHEREAS, the Parties desire to update and modernize the terms of the Agreement via this First Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### ARTICLE 1 - RECITALS

1.01 <u>Recitals</u>. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

#### ARTICLE 2 – REVISIONS TO AGREEMENT

2.01 Article 8 of the Agreement, <u>BUILDING REPAIR AND EXPANSION</u>, is hereby amended by the addition of subparts A through D as follows:

- A) <u>Scope of Work</u>. The Parties mutually agree to the performance of the additions, enhancements, replacements, and repairs directly associated with the LIBRARY performed as a portion of the overall scope of work constructed in Walter C. Young Middle School Smart Program Renovation Project, Project No. P.002010. The Scope of Work directly associated with the LIBRARY and costs associated therewith is set forth herein and attached hereto as the **Contract Documents** (hereinafter, the "Scope of Work"). The COUNTY's involvement with the Scope of Work was limited to cost sharing and oversight to protect the COUNTY's interests.
- B) <u>Time for Performance.</u> The Parties mutually agree that the Scope of Work as set forth herein and attached hereto as **Exhibit "B**" has been performed and accepted by the Parties.
- C) <u>Cost Sharing.</u> The Parties mutually agree to equally share the costs of the Scope of Work as set forth in Exhibit "A" (hereinafter, the "Agreement Price"). No change orders were issued with respect to the Scope of Work. The Agreement Price reflects the totality of costs for the Scope of Work in the amount of One Million Three Hundred Eighty-One Thousand Six Hundred Two Dollars (\$1,381,602) for which the Parties share equal responsibility, and the COUNTY shall pay its share of the Agreement Price in the amount of Six Hundred Ninety Thousand Eight Hundred One Dollars (\$690,801) to THE SCHOOL BOARD within thirty (30) days after full execution of this First Amendment by the Parties.
- 2.02 Articles 16 through 24 are hereby ADDED to the Agreement:

#### 16. <u>NOTICE</u>.

When either of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To THE SCHOOL BOARD: Superintendent of Schools The School Board of Broward County, Florida

|                 | 600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301  |
|-----------------|---|
| With a Copy to: | Director, Facility Planning & Real Estate<br>Department<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue, 8th Floor<br>Fort Lauderdale, Florida 33301 |
| To COUNTY:      | Broward County Administrator<br>115 S. Andrews Avenue, Room 409<br>Fort Lauderdale, FL 33301  |
| With a Copy to: | Director of Broward County Libraries Division<br>Broward County, Florida<br>100 S. Andrews Avenue<br>Fort Lauderdale, FL 33301  |
| With a Copy to: | Broward County Attorney<br>115 S. Andrews Avenue, Room 423<br>Fort Lauderdale, FL 33301   |

#### 18. <u>PUBLIC RECORDS.</u>

Any party contracting with THE SCHOOL BOARD is required to: (1) keep and maintain available for public inspection any records that pertain to services rendered under this First Amendment; (2) provide the public with access to public records on the same terms and conditions that THE SCHOOL BOARD would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to THE SCHOOL BOARD, all public records in that party's possession upon termination of its Agreement with THE SCHOOL BOARD and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to THE SCHOOL BOARD in a format that is compatible with THE SCHOOL BOARD's information technology systems. Each party shall maintain its own respective records and documents associated with this First Amendment in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with applicable Florida law. Each party acknowledges that this First Amendment and all attachments thereto are public records and do not constitute trade secrets.

## 19. <u>STUDENT RECORDS</u>.

Notwithstanding any provision to the contrary within this First Amendment, any party contracting with THE SCHOOL BOARD under this First Amendment shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. The Parties agree, for themselves, its officers, employees, agents, representatives, contractors, or subcontractors, to fully indemnify and hold harmless THE SCHOOL BOARD and its officers and employees for any violation of this section, including, without limitation, defending THE SCHOOL BOARD, its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon THE SCHOOL BOARD, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon THE SCHOOL BOARD arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

## 20. <u>EQUAL OPPORTUNITY PROVISION</u>.

The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this First Amendment.

# 21. <u>EXCESS FUNDS</u>.

If either party receives funds erroneously paid by the other party, the receiving party agrees to promptly notify the paying party upon the discovery of such erroneous payment or overpayment, and agrees to refund such payment the paying party.

# 22. <u>GENERAL CONDITIONS.</u>

A) <u>No Waiver of Sovereign Immunity</u>. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this First Amendment and shall be fully binding until such time as any proceeding brought on account of this First Amendment is barred by any applicable statute of limitations.

B) <u>No Third-Party Beneficiaries.</u> The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this First Amendment. Neither of the Parties intend to benefit a third party directly or substantially by this First Amendment. The Parties

agree that there are no third-party beneficiaries to this First Amendment and that no third party shall be entitled to assert a claim against any of the Parties based upon this First Amendment. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

C) Independent Contractor. The Parties to this First Amendment shall at all times be acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party nor its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to THE SCHOOL BOARD retirement, leave benefits or any other benefits of THE SCHOOL BOARD employees shall exist as a result of the performance of any duties or responsibilities under this First Amendment. THE SCHOOL BOARD shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

D) Default. The Parties agree that, in the event that either party is in default of its obligations under this First Amendment, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this First Amendment may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 14 of Agreement.

E) <u>Compliance with Laws.</u> The Parties shall comply with all applicable federal, state and local laws.

F) <u>Place of Performance</u>. All obligations of THE SCHOOL BOARD under the terms of this First Amendment are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida. G) <u>Governing Law and Venue</u>. This First Amendment shall be construed by the laws of the State of Florida. Any controversy or claim arising out of this First Amendment shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida.

H) <u>Entirety of Agreement</u>. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this First Amendment that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

I) <u>Binding Effect.</u> This First Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J) <u>Assignment.</u> Neither this First Amendment nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party.

K) <u>Captions and Capitalized Terms.</u> The captions, section designations, section numbers, article numbers, titles, and headings appearing in this First Amendment are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this First Amendment, nor in any way affect this First Amendment and shall not be construed to create a conflict with the provisions of this First Amendment. Capitalized terms used in this First Amendment, but not otherwise defined hereon, shall have the meaning ascribed to them in the Agreement.

L) <u>Severability.</u> In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this First Amendment is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this First Amendment and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

M) <u>Preparation of Agreement</u>. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this First Amendment has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. N) <u>Amendments.</u> No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this First Amendment and executed by each party hereto.

O) <u>Waiver.</u> The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this First Amendment and, therefore, is a material term hereof. Any party's failure to enforce any provision of this First Amendment shall not be deemed a waiver of such provision or modification of this First Amendment unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

Force Majeure. Neither party shall be obligated to perform any duty, P) requirement or obligation under this First Amendment if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure. In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this First Amendment by either party impossible, then and thereupon, this First Amendment shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition.

Q) <u>Survival</u>. All representations and warranties made herein, indemnification obligations, obligations to reimburse THE SCHOOL BOARD and the County, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this First Amendment.

R) <u>Contract Administration</u>. THE SCHOOL BOARD has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this First Amendment. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all THE SCHOOL BOARD owned facilities as a result of the anticipation of imminent existence or existence of any of the conditions listed in Article 3.16 -Force Majeure - hereinabove.

S) <u>Authority</u>. Each person signing this First Amendment on behalf of

either party individually 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, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

#### 23. <u>ORDER OF PRECEDENCE AMONG AGREEMENT</u> <u>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.

#### 24. OTHER PROVISIONS REMAIN IN FORCE.

Except as modified herein, said Agreement dated December 15, 1992, shall remain in full force and effect.

# [THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have each executed this First Amendment to Agreement.

# FOR THE SCHOOL BOARD

(CORPORATE SEAL)

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_ Lori Alhadeff, Chair

Earlean C. Smiley, Ed. D., Interim Superintendent of Schools

Approved as to form and legal content:

Office of the General Counsel

# [THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

# FOR BROWARD COUNTY

# <u>COUNTY</u>

# ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

| Broward County Administrator, as  | By:  |
|---|--|
| ex officio Clerk of the Broward County<br>Board of County Commissioners | day of, 2023   |
|   | Approved as to form by<br>Andrew J. Meyers<br>Broward County Attorney<br>Governmental Center, Suite 423<br>115 South Andrews Avenue<br>Fort Lauderdale, Florida 33301<br>Telephone: (954) 357-7600 |
|   | By: SINIAWSKY Date: 2023.05.12 09:01:09<br>Jeffrey S. Siniawsky (Date)<br>Senior Assistant County Attorney   |
|   | By: JEFFREY S. Digitally signed by<br>JEFFREY S. SINIAWSKY<br>Date: 2023.05.12 09:01:24<br>-04'00'<br>Michael J. Kerr (Date)<br>Deputy County Attorney   |



# Walter C. Young Middle School

BLDG. 4 MEDIA CENTER COST BREAKOUT BUDGET)

| Cost Code | Trades                           | ODP Amount   |
|-----------|----------------------------------|--------------|
| 03-3000   | Concrete                         | 5,000        |
| 04-2000   | Unit Masonry                     | 1,500        |
| 05-1200   | Structural Steel                 | 5,460        |
| 07-1000   | Waterproofing                    | 1,224        |
| 07-3000   | Roofing                          | 453,135      |
|           | Roofing DPO                      | 166,700      |
| 09-2000   | Metal Framing & Drywall & Stucco | 9,250        |
| 09-5100   | Acoustical Ceilings              | 2,825        |
| 09-6000   | Flooring                         | 173,575      |
| 09-9000   | Painting                         | 1,888        |
| 22-1000   | Plumbing                         | 5,000        |
| 23-8000   | HVAC                             | 172,635      |
|           | HVAC DPO                         | 47,425       |
| 26-1000   | Electrical                       | 50,000       |
|           | SUBTOTAL:                        | 1,095,617    |
| 01-1000   | GENERAL CONDITIONS               | 99,818       |
| 01-1010   | GENERAL REQUIREMENTS             | 40,521       |
| 01-4050   | SUB DEFAULT INSURANCE            | 15,107       |
| 17-1091   | CONSTRUCTION CONTINGENCY         | 57,372       |
| A-2100    | PERFORMANCE & PAYMENT BOND       | 9,759        |
| A-2200    | GL/UMBRELLA                      | 13,053       |
|           | CM FEE                           | 50,355       |
|           | TOTAL COST                       | \$ 1,381,602 |

| 1    |  |                              |            |              |                                   |           |                                 |
|------|--|------------------------------|------------|--------------|-----------------------------------|-----------|---------------------------------|
| lask | Task Name  | Duration Remaining           | % Complete | Start        | Finish Start Variance             |           | 2022                            |
|      | Building 4 AHU Replacement                                     | 34 days 0 days               | 100%       | Fri 11/4/22  | Wed 12/7/22 -1 dav                | -30 davs  | Qtr 4 Qtr 1 Qtr 2 Qtr 3 Qtr 4 _ |
|      | Building 4 Install new louver                                  | 3 days 0 days                | 100%       | Thu 12/1/22  | Sat 12/3/22 22 days               | 21 days   |                                 |
|      | Building 4 Clean Duct  | 4 days 0 days                | 100%       | Mon 10/31/22 | Thu 11/3/22 -68 days              | -65 days  | _                               |
|      | Building 4 AHU Replacement Complete                            | 1 day 0 days                 | 100%       | Fri 12/16/22 | Fri 12/16/22 -22 days             | -22 days  |                                 |
|      | Electrical   | 53 days <mark>0 days</mark>  | 100%       | Mon 10/24/22 | Thu 12/15/22 <mark>-7 days</mark> | 16 days   |                                 |
|      | Building 4 Disconnect & Reconnect new systen                   |                              | 100%       | Mon 10/24/22 | Thu 12/15/22 -7 days              | 16 days   | I                               |
|      | Building 4 Final Roof Install                                  | 36 days <mark>0 days</mark>  | 100%       | Tue 9/20/22  | Tue 10/25/22 -6 days              | -7 days   |                                 |
|      | Building 4 Install LWIC  | 14 days 0 days               | 100%       | Tue 9/20/22  | Mon 10/3/22 -6 days               | -6 days   |                                 |
|      | Building 4 Finish Roof Complete                                | 22 days 0 days               | 100%       | Tue 10/4/22  | Tue 10/25/22 -6 days              | -6 days   | <ul> <li>10/25</li> </ul>       |
|      | Flooring   | 34 days <mark>0 days</mark>  | 100%       | Mon 11/7/22  | Sat 12/10/22 7 days               | -6 days   | Ľ                               |
|      | Building 4 Remove and Replace Carpet Floor                     | 34 days 0 days               | 100%       | Mon 11/7/22  | Sat 12/10/22 7 days               | -6 days   | 1                               |
|      | Finishes   | 35 days <mark>0 days</mark>  | 100%       | Sat 11/12/22 | Fri 12/16/22 <mark>7 days</mark>  | -22 days  | Γ                               |
|      | Building 4 Remove acoustical ceiling                           | 7 days 0 days                | 100%       | Sat 11/12/22 | Fri 11/18/22 7 days               | 11 days   |                                 |
|      | Building 4 Replace acoustical ceiling                          | 18 days 0 days               | 100%       | Tue 11/22/22 | Fri 12/9/22 -46 days              | -29 days  |                                 |
|      | Building 4 Patch and paint impacted surfaces to match existing | 28 days 0 days               | 100%       | Sat 11/19/22 | Fri 12/16/22 6 days               | 31 days   | tun a                           |
|      | Bldg 8 - Classroom   | 337 days <mark>0 days</mark> | 100%       | Mon 11/22/21 | Mon 10/24/22 0 days               | -149 days |                                 |
|      | Temp Roof  | 3 days <mark>0 days</mark>   | 100%       | Mon 11/22/21 | Wed 11/24/21 0 days               | 0 days    |                                 |
|      | Building 8 Tear off & Dry-in                                   | 3 days 0 days                | 100%       | Mon 11/22/21 | Wed 11/24/21 0 days               | 0 days    | _                               |
|      | Building 8 Testing & Inspections                               | 1 day 0 days                 | 100%       | Wed 11/24/21 | Wed 11/24/21 0 days               | 0 days    | _                               |
|      | Building 8 Temp Roof Complete                                  | 1 day 0 days                 | 100%       | Wed 11/24/21 | Wed 11/24/21 0 days               | 0 days    | _                               |
|      | Plumbing   | 1 day <mark>0 days</mark>    | 100%       | Thu 1/27/22  | Thu 1/27/22 0 days                | 0 days    | _                               |
|      | Building 8 Plumbing Vents                                      | 1 day 0 days                 | 100%       | Thu 1/27/22  | Thu 1/27/22 0 days                | 0 days    |                                 |
|      | Plumbing Mechanical  | 25 days 0 days               | 100%       | Tue 9/27/22  | Fri 10/21/22 15 days              | 24 days   | Ľ                               |
|      | Building 8 Replace Condensate P-Trap                           | 25 days 0 days               | 100%       | Tue 9/27/22  | Fri 10/21/22 15 days              | 39 days   | •                               |
|      | Building 8 Reconnect drain to existing                         | 25 days 0 days               | 100%       | Tue 9/27/22  | Fri 10/21/22 0 days               | 24 days   | •                               |
|      | Mechanical   | 46 days <mark>0 days</mark>  | 100%       | Fri 9/9/22   | Mon 10/24/22 0 days               | -149 days |                                 |
|      | Building 8 Unit Ventilators Demo                               | 2 days 0 days                | 100%       | Fri 9/9/22   | Sat 9/10/22 0 days                | 0 days    |                                 |
|      | Building 8 Unit Ventilators Replacement                        | 16 days 0 days               | 100%       | Mon 9/12/22  | Tue 9/27/22 0 days                | 1 day     | •                               |
|      | Building 8 Clean Duct  | 1 day 0 days                 | 100%       | Fri 9/9/22   | Fri 9/9/22 -18 days               | -18 days  |                                 |
|      | Fragnet: Inspection Delay ASI #6                               | 38 days 0 days               | 100%       | Mon 9/12/22  | Wed 10/19/22 0 days               | 0 days    | <ul> <li>10/19</li> </ul>       |
|      | Fragnet: Hurricane lan Delay                                   | 8 days 0 days                | 100%       | Mon 9/26/22  | Mon 10/3/22 0 days                | 0 days    | <ul> <li>10/3</li> </ul>        |
|      | Building 8 Unit Ventilators Replacement Comp                   | p 28 days 0 days             | 100%       | Tue 9/27/22  | Mon 10/24/22 0 days               | 27 days   |                                 |
|      | Electrical   | 15 days <mark>0 days</mark>  | 100%       | Fri 9/9/22   | Fri 9/23/22 <mark>0 days</mark>   | 0.3 days  | E                               |
|      | Building 8 Disconnect & Reconnect new systen                   |                              | 100%       | Fri 9/9/22   | Fri 9/23/22 0 days                | 0.3 days  | 1                               |
|      | Building 8 Final Roof Install                                  | 48 days <mark>0 days</mark>  | 100%       | Mon 7/18/22  | Sat 9/3/22 0 days                 | 0 days    |                                 |
|      | Building 8 Install LWIC  | 3 days 0 days                | 100%       | Mon 7/18/22  | Wed 7/20/22 0 days                | 0 days    |                                 |
|      | Building 8 Finish Roof Complete                                | 45 days 0 days               | 100%       | Thu 7/21/22  | Sat 9/3/22 0 days                 | 0 days    | <ul> <li>9/3</li> </ul>         |
|      | Finishes   | 100 days <mark>0 days</mark> | 100%       | Thu 6/30/22  | Fri 10/7/22 <mark>0 days</mark>   | 1 day     |                                 |
|      |  |                              |            |              |                                   |           |                                 |

| ne     Duration     Remaining       Building 4 AHU Replacement     34 days     Duration       Building 4 Install new louver     34 days     days       Building 4 Install new louver     3 days     days       Building 4 Clean Duct     4 days     days       Building 4 AHU Replacement Complete     1 days     days |                 |              |                                   |                      |                           |
|--|-----------------|--------------|-----------------------------------|----------------------|---------------------------|
| g 4 AHU Replacement       34 days         g 4 Install new louver       3 days         g 4 Clean Duct       4 days         g 4 AHU Replacement Complete       1 day         g 4 AHU Replacement Complete       53 days  | iing % Complete | Start        | Finish Start Variance             | e Finish<br>Variance | 2022                      |
| g 4 Install new louver<br>g 4 Clean Duct<br>g 4 AHU Replacement Complete<br>5  | 100%            | Fri 11/4/22  | Wed 12/7/22 -1 day                | -30 days             |                           |
| g 4 Clean Duct<br>g 4 AHU Replacement Complete 5   |                 | Thu 12/1/22  | Sat 12/3/22 22 days               | 21 days              |                           |
| g 4 AHU Replacement Complete   |                 | Mon 10/31/22 | Thu 11/3/22 -68 days              | -65 days             | _                         |
| 23   | 100%            | Fri 12/16/22 | Fri 12/16/22 -22 days             | -22 days             |                           |
|  | 100%            | Mon 10/24/22 | Thu 12/15/22 <mark>-7 days</mark> | 16 days              |                           |
| Building 4 Disconnect & Reconnect new systen 53 days 0 days  | 100%            | Mon 10/24/22 | Thu 12/15/22 -7 days              | 16 days              |                           |
| Building 4 Final Roof Install 36 days 0 days   | 100%            | Tue 9/20/22  | Tue 10/25/22 -6 days              | -7 days              |                           |
|  | 100%            | Tue 9/20/22  | Mon 10/3/22 -6 days               | -6 days              | •                         |
| Building 4 Finish Roof Complete 22 days 0 days   | 100%            | Tue 10/4/22  | Tue 10/25/22 -6 days              | -6 days              | <ul> <li>10/25</li> </ul> |
| Flooring 34 days 0 days  | 100%            | Mon 11/7/22  | Sat 12/10/22 7 days               | -6 days              | L                         |
| ig 4 Remove and Replace Carpet Floor   | 100%            | Mon 11/7/22  | Sat 12/10/22 7 days               | -6 days              |                           |
|  | 100%            | Sat 11/12/22 | Fri 12/16/22 <mark>7 days</mark>  | -22 days             | L                         |
| Building 4 Remove acoustical ceiling 7 days 0 days   | 100%            | Sat 11/12/22 | Fri 11/18/22 7 days               | 11 days              | •                         |
| Building 4 Replace acoustical ceiling 18 days 0 days   | 100%            | Tue 11/22/22 | Fri 12/9/22 -46 days              | -29 days             |                           |
| Building 4 Patch and paint impacted surfaces 28 days 0 days to match existing  | 100%            | Sat 11/19/22 | Fri 12/16/22 6 days               | 31 days              | tu a                      |
| Bldg 8 - Classroom 337 days 0 days   | 100%            | Mon 11/22/21 | Mon 10/24/22 0 days               | -149 days            |                           |
|  | 100%            | Mon 11/22/21 | Wed 11/24/21 0 days               | 0 days               |                           |
| Building 8 Tear off & Dry-in 3 days 0 days   | 100%            | Mon 11/22/21 | Wed 11/24/21 0 days               | 0 days               | _                         |
| Building 8 Testing & Inspections 1 day 0 days  | 100%            | Wed 11/24/21 | Wed 11/24/21 0 days               | 0 days               | _                         |
| Building 8 Temp Roof Complete 1 day 0 days   | 100%            | Wed 11/24/21 | Wed 11/24/21 0 days               | 0 days               | _                         |
| Plumbing 1 day 0 days  | 100%            | Thu 1/27/22  | Thu 1/27/22 0 days                | 0 days               | _                         |
| g 8 Plumbing Vents   | 100%            | Thu 1/27/22  | Thu 1/27/22 0 days                | 0 days               | _                         |
| Plumbing Mechanical 25 days 0 days   | 100%            | Tue 9/27/22  | Fri 10/21/22 15 days              | 24 days              |                           |
| Building 8 Replace Condensate P-Trap 25 days 0 days  | 100%            | Tue 9/27/22  | Fri 10/21/22 15 days              | 39 days              | •                         |
| Building 8 Reconnect drain to existing 25 days 0 days  | 100%            | Tue 9/27/22  | Fri 10/21/22 0 days               | 24 days              | •                         |
| -  | 100%            | Fri 9/9/22   | Mon 10/24/22 0 days               | -149 days            |                           |
| Building 8 Unit Ventilators Demo   | 100%            | Fri 9/9/22   | Sat 9/10/22 0 days                | 0 days               |                           |
| Building 8 Unit Ventilators Replacement 16 days 0 days   | 100%            | Mon 9/12/22  | Tue 9/27/22 0 days                | 1 day                | •                         |
| Building 8 Clean Duct 1 day 0 days   | 100%            | Fri 9/9/22   | Fri 9/9/22 -18 days               | -18 days             |                           |
| Fragnet: Inspection Delay ASI #6 38 days 0 days  | 100%            | Mon 9/12/22  | Wed 10/19/22 0 days               | 0 days               | <ul><li>♦ 10/19</li></ul> |
| Fragnet: Hurricane Ian Delay 8 days 0 days   | 100%            | Mon 9/26/22  | Mon 10/3/22 0 days                | 0 days               | <ul> <li>10/3</li> </ul>  |
| Building 8 Unit Ventilators Replacement Comp 28 days 0 days  | 100%            | Tue 9/27/22  | Mon 10/24/22 0 days               | 27 days              |                           |
| Electrical 15 days 0 days  | 100%            | Fri 9/9/22   | Fri 9/23/22 <mark>0 days</mark>   | 0.3 days             | E                         |
| Building 8 Disconnect & Reconnect new systen 15 days 0 days  | 100%            | Fri 9/9/22   | Fri 9/23/22 0 days                | 0.3 days             | 1                         |
| Building 8 Final Roof Install 48 days 0 days   | 100%            | Mon 7/18/22  | Sat 9/3/22 0 days                 | 0 days               |                           |
| Building 8 Install LWIC 3 days 0 days  | 100%            | Mon 7/18/22  | Wed 7/20/22 0 days                | 0 days               | _                         |
| Building 8 Finish Roof Complete 45 days 0 days   | 100%            | Thu 7/21/22  | Sat 9/3/22 0 days                 | 0 days               | • 9/3                     |
| Finishes 100 days  | 100%            | Thu 6/30/22  | Fri 10/7/22 <mark>0 days</mark>   | 1 day                |                           |
| Milestone  | Project Summary |              | Deadline                          | Critical             | Prodress                  |