

**AMENDMENT NO. 2 TO THE CONSTRUCTION SERVICES AGREEMENT
BETWEEN THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT AND PROWEST
PCM, INC. DBA PROWEST CONSTRUCTORS**

WHEREAS, this Amendment No. 2 (“AMENDMENT”) is made and entered into as of October 26th, 2018, between ProWest PCM, Inc. dba ProWest Constructors (“Contractor”) and the Beverly Hills Unified School District (“District”) (collectively the “Parties”); and

WHEREAS, this AMENDMENT shall be incorporated into that certain “Construction Services Agreement” for construction services related to the Beverly Hills High School Modernization of Buildings B1 and B2 Project (“AGREEMENT”); and

WHEREAS, the Parties desire to amend the AGREEMENT to clarify price and scope language; and

WHEREAS, this AMENDMENT is being executed between the District and Contractor pursuant to Section 49 of the AGREEMENT; and

WHEREAS, where any section or portion of the AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. This AMENDMENT, taken together with the AGREEMENT and all Attachments, represents the new Construction Services Agreement; and

WHEREAS, the District and Contractor agree that the Recitals set forth hereinabove are expressly incorporated into the AGREEMENT and correctly set forth the nature of the AGREEMENT as modified by this AMENDMENT.

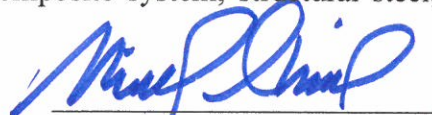
NOW, THEREFORE, the DISTRICT and the CONTRACTOR agree that the terms and provisions of the AGREEMENT are hereby amended as set forth herein below:



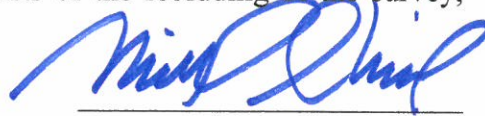
1. **Amend Section 3.7 of the AGREEMENT to read as follows:**

Guaranteed Maximum Price (Art. 5) is sixty-five million nine hundred three thousand one hundred thirty dollars and zero cents (\$65,903,130.00) for Phase 3-1A, 3-1B, and 3-1C.

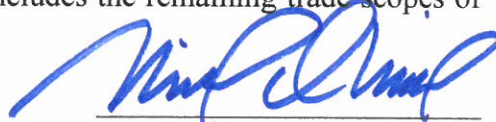
Phase 3-1A Preliminary GMP. The preliminary 3-1A Guaranteed Maximum Price ("PGMP") is fourteen million three hundred fifty-eight thousand nine hundred ninety-nine dollars and zero cents (\$14,358,999.00), which consists of general trades bid packages, survey and layout (for exterior piles only), selective demolition, erosion control, lead paint abatement, micro-piles and reinforcing, concrete restoration for core repairs, spall repairs and crack injection, fiber-reinforced polymer (FRP) composite system, structural steel, metal decking, and miscellaneous steel.


Contractor Signature

Phase 3-1B Preliminary GMP. The preliminary 3-1B Guaranteed Maximum Price ("PMGP") is twelve million seven hundred fifty-seven thousand four hundred sixty-three dollars and zero cents (\$12,757,463.00), which consists of the rebidding of the survey, structural concrete, and framing scopes of work.


Contractor Signature

Phase 3-1C Preliminary GMP. The preliminary 3-1C Guaranteed Maximum Price ("PMGP") is thirty-eight million seven hundred eighty-six thousand six hundred sixty-eight dollars and zero cents (\$38,786,668), which includes the remaining trade scopes of work.


Contractor Signature

2. **The content and requirements articulated in Section 5 (Subsection 5.2) of the AGREEMENT shall be amended by the information, requirements, and forms contained in Exhibits A and B attached hereto.**

SIGNATURES ON NEXT PAGE

The PARTIES, through their authorized representatives, have executed this AMENDMENT, effective as of the date first set forth above.

CONTRACTOR:

DISTRICT:

PROWEST PCM, INC. DBA PROWEST BEVERLY HILLS UNIFIED SCHOOL
CONSTRUCTORS DISTRICT

By: 

Michael DeMarie

By: 

Dr. Michael Bregy

Its: Vice-President, COO

Its: Superintendent

