

**FIRST AMENDMENT TO THE  
OWNER AND CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT  
BALFOUR BEATTY CONSTRUCTION, LLC  
f/k/a CENTEX CONSTRUCTION, LLC**

**PROJECT NAME: BOCA RATON HIGH SCHOOL STADIUM  
PROJECT NO.: 0961-8275**

This First Amendment made this 2<sup>nd</sup> day of August, 2007.

Prior to execution of this Amendment, the Owner and the Construction Manager have spent considerable time studying the scope of work, drawings, plans and specifications as described more particularly in the Construction Manager's GMP Proposal. The Construction Manager has had full access to the Architect and all Engineers to ascertain the complete scope of the Project. Furthermore, the Owner has encouraged the Construction Manager to verify all drawings and specifications for complete accuracy with all Governmental Agencies having jurisdiction over the Construction Manager's Work. The Construction Manager represents to the best of his knowledge after careful review that the above described documents are currently complete and sufficient to provide buildings with substantially complete and functional systems, and to furnish a Guaranteed Maximum Price. Therefore, the Construction Manager will not make claims for change orders for omissions of items that are reasonably inferable from the above described documents and agrees not to charge Owner any additional cost on account of incidental discrepancies that might appear in the above described documents. Construction Manager acknowledges that the Contract and Guaranteed Maximum Price are all inclusive of the Work required to complete the Project and based upon the negotiated and approved documents described in the Guaranteed Maximum Price Proposal dated July 24, 2007, as attached and incorporated as Exhibit Z.

In accordance with the requirements of Article 7 of the Agreement dated January 19, 2006, Project No.: 0961-8275, is hereby amended to incorporate a Guaranteed Maximum Price in the amount of \$9,694,880.00 as detailed in Exhibit B attached. Execution of this Amendment does not alter the responsibilities of the Construction Manager or the extent of the Agreement beyond those already stated in Article 1 of the executed Agreement.

On or about April 4, 2007, Centex Construction, LLC, a foreign Limited Liability Company changed its name to Balfour Beatty Construction, LLC, a Delaware limited liability company authorized to transact business in Florida. Therefore, the Agreement dated January 19, 2006, Project No.: 0961-8275, is hereby amended by interlineation to amend the name of the Construction Manager from Centex Construction, LLC to Balfour Beatty Construction, LLC.

Article 16.12 of the Agreement dated January 19, 2006, Project No.: 0961-8275, shall be amended to read as follows:

**16.12 Background Checks**

All noninstructional contractors (which includes, but is not limited to all employees of the Construction Manager and all of its subcontractors, vendors, individuals, other entities, etc.) under contract with the School Board (or who receives remuneration for services performed for the School District or a school) who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in Section 1012.32, Florida Statutes. All contractual personnel agree to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all employees and subcontractors of the organization who meet any of the above conditions submit to a background check, including fingerprinting by the School Board's Police Department, at the sole cost of the Contractor. Contract personnel shall not begin providing services contemplated by the Contract until he or she receives notice of clearance by the School Board. Neither the School Board, nor its

members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of the Construction Manager/Contractor (or discontinuation of the Construction Manager/Contractor's services) on the basis of these compliance obligations. Construction Manager agrees that neither the Construction Manager, nor any employee, agent nor representative of the Construction Manager who has been convicted or who is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be employed in the performance of this Contract. All exceptions to certain fingerprinting and criminal history checks pursuant to Section 1012.468, Florida Statutes (2007) shall apply.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the January 19, 2006 Agreement the day and year first written above.

PROJECT NAME: BOCA RATON HIGH SCHOOL STADIUM  
PROJECT NO.: 0961-8275

Construction Manager:

The School Board of Palm Beach County

BALFOUR BEATTY CONSTRUCTION, LLC  
f/k/a CENTEX CONSTRUCTION, LLC  
\_\_\_\_\_  
Company

\_\_\_\_\_

Chairman

By: \_\_\_\_\_  
Name (printed) Title

\_\_\_\_\_

Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_

Superintendent

Attest: \_\_\_\_\_  
Name (printed) Title

\_\_\_\_\_

Date

\_\_\_\_\_  
Signature Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

(Corporate Seal)

\_\_\_\_\_  
School District Attorney Date