

BOARD DATE: JANUARY 24, 2007  
AGENDA ITEM: CP-1

EXHIBIT A  
FIRST AMENDMENT TO AGREEMENT  
CONSTRUCTION MANAGEMENT at RISK SERVICES

PROJECT NAME: WESTWARD ELEMENTARY SCHOOL MODERNIZATION/REPLACEMENT  
PROJECT NO.: 0351-7509

This First Amendment made this 25th day of January 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 December 4, 2006 as attached and incorporated as Exhibit Z.

In accordance with the requirements of Article 7 of the Agreement dated July 13, 2005, Item CP-2, is hereby amended to incorporate a Guaranteed Maximum Price in the amount of \$833,579.00 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 dated.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the July 13, 2005 Agreement the day and year first written above.

Construction Manager:  
W.G. MILLS, INC.

The School Board of Palm Beach County, FL:

Company

Chairman

By: Timothy D. Hensey Exec V.P.  
Name (printed) Title

Date

Timothy D. Hensey 1.9.07  
Signature Date

Superintendent

Attest: MARK W. KENNELL SR. V.P.  
Name (printed) Title

Date

Mark W. Kennell 1/9/07  
Signature Date

APPROVED AS TO FORM AND LEGALSUFFICIENCY:

Kathryn Jacques Adams

Digitally signed by Kathryn Jacques Adams  
DN: cn=Kathryn Jacques Adams, o=CMC, ou=CMC, email=kjac@palmbeach.k12.fl.us  
Location: W.G. Mills, Inc., Westward Elementary School Modernization/Replacement Project No  
0351-7509  
Date: 2007.01.24.10:57:11 -0500

School District Attorney

Date

(Corporate Seal)

