

FIRST AMENDMENT TO THE
OWNER AND CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT
KAUFMAN LYNN, INC., GENERAL CONTRACTORS

PROJECT NAME: OKEEHOLEE MIDDLE SCHOOL CLASSROOM ADDITION
PROJECT NO.: 2151-8307

This First Amendment made this 22nd day of March, 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 February 1, 2007, as attached and incorporated as Exhibit Z.

In accordance with the requirements of Article 7 of the Agreement dated June 8, 2006 Project No: 2151-8307, is hereby amended to incorporate a Guaranteed Maximum Price in the amount of \$7,448,689 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.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the June 8, 2006 Agreement the day and year first written above.

Construction Manager:

The School Board of Palm Beach County

KAUFMAN LYNN, INC., GENERAL CONTRACTORS
Company

Chairman

By: _____
Name (printed) Title

Date

Signature Date

Superintendent

Attest: _____
Name (printed) Title

Date

Signature Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

School District Attorney Date


(Corporate Seal)

EXHIBIT B
GUARANTEED MAXIMUM PRICE SUMMARY

PROJECT NAME: Okeehzeele Middle School Classroom Addition
PROJECT NO: 2151 - 8307

DIVISION 1 - GENERAL REQUIREMENTS (Direct Cost Items Related to Site).....	\$	11,110
DIVISION 2 - SITE CONSTRUCTION.....	\$	632,345
DIVISION 3 - CONCRETE.....	\$	1,047,790
DIVISION 4 - MASONRY.....	\$	-
DIVISION 5 - STEEL.....	\$	541,480
DIVISION 6 - CARPENTRY.....	\$	270,741
DIVISION 7 - THERMAL/MOISTURE.....	\$	290,465
DIVISION 8 - WINDOWS AND DOORS.....	\$	273,690
DIVISION 9 - FINISHES.....	\$	652,490
DIVISION 10 - SPECIALTIES.....	\$	115,000
DIVISION 11 - EQUIPMENT.....	\$	3,900
DIVISION 12 - FURNISHINGS.....	\$	62,310
DIVISION 13 - SPECIAL CONSTRUCTION.....	\$	-
DIVISION 14 - ELEVATOR.....	\$	53,400
DIVISION 15 - MECHANICAL.....	\$	1,133,650
DIVISION 16 - ELECTRICAL.....	\$	949,000
TOTAL (divisions 1-16 including accepted value engineered items).....	\$	6,037,371
BONDS AND INSURANCE.....	\$	66,026
CONSTRUCTION PHASE FEE (On Site Staff).....	\$	592,821
GENERAL CONDITIONS (Direct Cost Items Related to Field Staff).....	\$	253,351
CONSTRUCTION MANAGER FEE (Overhead & Profit).....	\$	378,595
CONSTRUCTION CONTINGENCY.....	\$	180,788
ALLOWANCE (Extraordinary Costs).....	\$	-
DEDUCT : SALES TAX RECOVERY (Guaranteed).....	\$	(60,263)
TOTAL GUARANTEED MAXIMUM PRICE.....	\$	7,448,689
PRECONSTRUCTION PHASE FEE.....	\$	56,062
CCD No. 1.....	\$	57,111
TOTAL CONSTRUCTION COST (Preconstruction Fee + GMP).....	\$	7,561,862

Certified True and Correct by:


_____, President 2/1/2007
NAME/TITLE DATE