

MEADOW PARK ELEMENTARY SCHOOL
PROJECT NO 0591-8297

AMENDMENT #1 TO AGREEMENT
PHASE 1/FOUNDATION PACKAGE

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 on the documents described in the Guaranteed Maximum Price Proposal dated February 19, 2004. By execution of this Amendment, The Construction Manager does not assume any additional responsibilities beyond those already stated in the executed Agreement dated September 17, 2003.

In accordance with the requirements of Article 7 of the Agreement dated September 17, 2003 Item 13D-3 is hereby amended to incorporate a Guaranteed Maximum Price in the amount of \$1,009,108 as detailed in Exhibit B attached.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Construction Manager

The School Board of
Palm Beach County, FLORIDA

James B. Pirtle Construction Co
Company

[Signature]
Chairman

By Michael S Geary
Name, Title
Michael S Geary, Executive Vice President

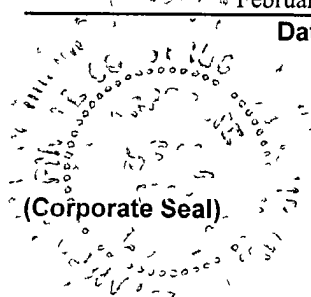
3/10/04
Date

Attest Suzanne Mannello
Name, Title
Suzanne Mannello, Secretary/Treasurer

[Signature]
Superintendent

February 25, 2004
Date

3/10/04
Date



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
School District Attorney

3/18/04
Date

MEADOW PARK ELEMENTARY SCHOOL
PROJECT NO 0591-8297

AMENDMENT TO AGREEMENT FOR PHASE II CONSTRUCTION

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 on the documents described in the Guaranteed Maximum Price Proposal dated May 18, 2004. By execution of this Amendment, The Construction Manager does not assume any additional responsibilities beyond those already stated in the executed Agreement dated September 17, 2003.

In accordance with the requirements of Article 7 of the Agreement dated September 17, 2003, Item 13D-3 is hereby amended to incorporate a Guaranteed Maximum Price in the amount of \$11,876,626 as detailed in Exhibit B attached.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Construction Manager

The School Board of
Palm Beach County, FLORIDA

James B Pirtle Construction Company
Company

[Signature]
Chairman

By [Signature] G.N. PIRTLE ASVP
Name, Title

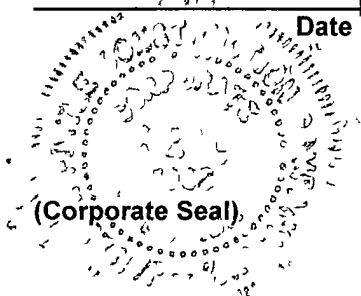
6/17/04
Date

Attest [Signature] Kristina Kidder, PCoordinator
Name, Title

[Signature]
Superintendent

5-26-04
Date

6/21/04
Date



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
School District Attorney

5/27/04
Date