

FIRST AMENDMENT TO THE
OWNER AND CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT
C.R. KLEWIN SOUTHEAST, INC.

PROJECT NAME: PALM BEACH GARDENS ELEMENTARY MODERNIZATION
PROJECT NO.: 0111-7505

This First Amendment made this 17th day of May, 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 April 23, 2007, as attached and incorporated as Exhibit Z.

In accordance with the requirements of Article 7 of the Agreement dated October 6, 2005, Project No: 0111-7505, is hereby amended to incorporate a Guaranteed Maximum Price in the amount of \$23,394,807. 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 October 6, 2005 Agreement the day and year first written above.

Construction Manager:

The School Board of Palm Beach County

C.R. KLEWIN SOUTHEAST, INC.
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)