

FIRST AMENDMENT TO THE  
OWNER AND CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT  
HORUS CONSTRUCTION SERVICES, INC.

PROJECT NAME: SPANISH RIVER HIGH BIO-TECH ACADEMY ADDITION  
PROJECT NO.: 1681-8228

This First Amendment made this 7TH day of June, 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 May 21, 2007 as attached and incorporated as Exhibit Z.

In accordance with the requirements of Article 7 of the Agreement dated May 17, 2007, Project No. 1681-8228 is hereby amended to incorporate a Guaranteed Maximum Price in the amount of \$488,245.00 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 May 17, 2007 Agreement the day and year first written above. Construction Manager:  
The School Board of Palm Beach County

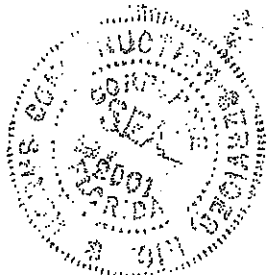
HORUS CONSTRUCTION SERVICES, INC.  
Company

By: JONATHAN GRAHAM, PRESIDENT  
Name (printed) Title  
[Signature] 6-20-07  
Signature Date

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

[Signature]  
Chairman  
6/6/07  
Date  
[Signature]  
Superintendent  
6/6/07  
Date

(Corporate Seal)



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:  
[Signature]  
School District Attorney Date

Digitally signed by Jonathan Graham, DN: cn=Jonathan Graham, o=Horus Construction Services, ou=Horus Construction Services, email=jg@horuscs.com, c=US, Date: 2007.06.25 09:27:17 -0400

**EXHIBIT B**  
**GUARANTEED MAXIMUM PRICE SUMMARY**  
**By Horus Construction Services**  
**PROJECT NAME: SPANISH RIVER H.S.**  
**Proj. # 1611-8228**

DIVISION 1 – GENERAL REQUIREMENTS (Direct Cost Items Related to Site)..	\$ <u>0</u>
DIVISION 2 – SITE CONSTRUCTION.....	\$ <u>33,500.00</u>
DIVISION 3 – CONCRETE.....	\$ <u>141,075.00</u>
DIVISION 4 – MASONRY .....	\$ <u>39,280.00</u>
DIVISION 5 – STEEL.....	\$ <u>0</u>
DIVISION 6 – CARPENTRY.....	\$ <u>0</u>
DIVISION 7 – THERMAL/MOISTURE.....	\$ <u>0</u>
DIVISION 8 – WINDOWS AND DOORS.....	\$ <u>9,950.00</u>
DIVISION 9 – FINISHES.....	\$ <u>94,062.00</u>
DIVISION 10 – SPECIALTIES.....	\$ <u>6,335.00</u>
DIVISION 11 – EQUIPMENT.....	\$ <u>0</u>
DIVISION 12 – FURNISHINGS.....	\$ <u>0</u>
DIVISION 13 – SPECIAL CONSTRUCTION.....	\$ <u>0</u>
DIVISION 14 – ELEVATOR.....	\$ <u>0</u>
DIVISION 15 – MECHANICAL.....	\$ <u>13,920.00</u>
DIVISION 16 – ELECTRICAL.....	\$ <u>7,740.00</u>
TOTAL (divisions 1-16 including all accepted value engineered items).....	\$ <u>345,862.00</u>
BONDS AND INSURANCE.....	\$ <u>13,834.00</u>
CONSTRUCTION PHASE FEE (On Site Staff).....	\$ <u>28,635.00</u>
GENERAL CONDITIONS (Direct Cost Items Related to Field Staff).....	\$ <u>47,602.00</u>
CONSTRUCTION MANAGER FEE (Overhead & Profit).....	\$ <u>26,156.00</u>
OWNERS CONSTRUCTION CONTINGENCY.....	\$ <u>26,156.00</u>
ALLOWANCE (Extraordinary Costs).....	\$ <u>0</u>
DEDUCT: GUARANTEED SALES TAX RECOVERY.....	\$ <u>0</u>
TOTAL GUARANTEED MAXIMUM PRICE.....	\$ <u>488,245.00</u>
PRECONSTRUCTION PHASE FEE.....	\$ <u>29,575.00</u>
TOTAL CONSTRUCTION COST (Preconstruction Fee + GMP).....	\$ <u>517,820.00</u>

Certified True and Correct by:

  
 \_\_\_\_\_  
 NAME/TITLE *Proj. Mgr.*

\_\_\_\_\_  
 5/21/07  
 DATE