

SECOND AMENDMENT TO THE
OWNER AND CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT
MOSS & ASSOCIATES, LLC

PROJECT NAME: FOREST PARK ELEMENTARY SCHOOL MODERNIZATION
PROJECT NO.: 0831-8502

This Second Amendment made this 2nd day of August, 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 July 19, 2007, as attached and incorporated as Exhibit Z.

In accordance with the requirements of Article 7 of the Agreement dated November 21, 2006, Project No: 0831-8502, is hereby amended to incorporate a Guaranteed Maximum Price in the amount of \$23,405,047. 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 Second Amendment to the November 21, 2006 Agreement the day and year first written above.

Construction Manager:

The School Board of Palm Beach County

MOSS & ASSOCIATES, LLC
Company

Chairman

By: _____
Name (printed) Title

Date

Signature Date

Superintendent

Attest: _____
Name (printed) Title

Date

Signature Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Patricia Jacques Adams

Digitally signed by Patricia Jacques Adams
DN: cn=Patricia Jacques Adams, o=CSO/PRC, ou=Legal Services, email=patjac@palmbeach12.edu
Location: Second Amendment, Forest Park Elementary School Modernization, Moss & Associates, LLC, Project
Number 0831-8502
Date: 2007.07.25 14:26:10 -0400

School District Attorney

Date


(Corporate Seal)

**SCHOOL DISTRICT OF PALM BEACH COUNTY
EXHIBIT B**

Forest Park Elementary School Modernization
School District of Palm Beach County
SDPBC Project No. 0831 - 8502

GUARANTEED MAXIMUM PRICE ("GMP") SUMMARY

DIVISION 1 - GENERAL REQUIREMENTS	\$645,182
DIVISION 2 - SITE CONSTRUCTION	\$3,027,668
DIVISION 3 - CONCRETE	\$1,590,328
DIVISION 4 - MASONRY	\$167,260
DIVISION 5 - STEEL	\$937,768
DIVISION 6 - CARPENTRY	\$452,351
DIVISION 7 - THERMAL/MOISTURE	\$764,958
DIVISION 8 - WINDOWS AND DOORS	\$1,050,936
DIVISION 9 - FINISHES	\$2,582,500
DIVISION 10 - SPECIALTIES	\$567,280
DIVISION 11 - EQUIPMENT	\$442,050
DIVISION 12 - FURNISHINGS	\$355,723
DIVISION 13 - SPECIAL CONSTRUCTION	\$62,774
DIVISION 14 - ELEVATORS	\$65,924
DIVISION 15 - MECHANICAL	\$3,327,096
DIVISION 16 - ELECTRICAL	\$2,919,925
SUBTOTAL	\$18,959,723
Plus Allowance for Escalation	N/A
SUBTOTAL	\$18,959,723
PLUS, TRADE SUBCONTRACTOR BONDS	\$240,176
SUBTOTAL (TRADE COSTS INCLUDING SUB BONDS)	\$19,199,898
CONSTRUCTION PHASE FEE (Contractor)	\$1,400,736
CONSTRUCTION PHASE FEE (M/WBE / D.STEPHENSON)	\$251,427
GENERAL CONDITIONS	\$523,819
INSURANCE & BONDS	\$214,625
OVERHEAD & PROFIT	\$1,170,466
SUBTOTAL	\$22,760,972
CONSTRUCTION CONTINGENCY	\$834,076
SUBTOTAL	\$23,595,047
DEDUCT SALES TAX SAVINGS	(\$190,000)
TOTAL GUARANTEED MAXIMUM PRICE ("GMP")	\$23,405,047
TOTAL CONSTRUCTION COST (Package 2 GMP)	\$23,405,047
TOTAL CONSTRUCTION COST (Package 1 GMP)	\$2,527,258
SUB-TOTAL CONSTRUCTION COST	\$25,932,305
PRECONSTRUCTION PHASE FEE	\$200,406
TOTAL PROJECT COST	\$26,132,711

Certified True and Correct by:

 NAME / TITLE
 DATE 7-19-07