

**FIRST AMENDMENT TO THE
OWNER AND CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT**

THE WEITZ COMPANY, LLC

**PROJECT NAME: WELLINGTON HIGH SCHOOL AUDITORIUM
PROJECT NO: 2191-8272**

This First 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 June 18, 2007, as attached and incorporated as Exhibit Z.

In accordance with the requirements of Article 7 of the Agreement dated August 17, 2006, Project No: 2191-8272, is hereby amended to incorporate a Guaranteed Maximum Price in the amount of \$11,488,722.42 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.

Article 2.3.3 of the Agreement dated August 17, 2006, Project No.: 2191-8272 shall be amended to read as follows:

2.3.3 Field Offices and Sheds

(1) Office: On-site office for the Owner's representative shall be provided and include: Weather-tight with lighting, electrical outlets, heating, cooling and ventilating equipment. Office trailer should have a working bathroom and running water. Office space shall be suitable to accommodate the fittings furniture and equipment listed below and has a center conference area.

Office equipment to consist of:

- (1) Telephones – Two (2) 4 line phones.**
- (2) Copy Machine – All-In-One fax/printer/copier for the owner's use. A copy machine capable of 11x17 copies to be located in the CM's trailer.**
- (3) Answering machine – the telephone service shall include voice mail.**
- (4) Facsimile machine – One (1) HP Office Jet 4215 Inkjet All-in-One printer and fax machine.**
- (5) Desks - One (1) steel desk from the CM's warehouse is to be provided.**
- (6) Office chairs – One (1) chair from the CM's warehouse is to be provided.**
- (7) Side Chairs – Two (2) from the CM's warehouse are to be provided.**
- (8) File Cabinet – Legal, Four drawer, from the CM's warehouse are to be provided.**
- (9) Folding chairs – Six (6) chairs, from the CM's warehouse are to be provided.**
- (10) Plan table – One (1), from the CM's warehouse is to be provided.**
- (11) Work table – One (1), from the CM's warehouse is to be provided**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the August 17, 2006 Agreement the day and year first written above.

PROJECT NAME: WELLINGTON HIGH SCHOOL AUDITORIUM
PROJECT NO: 2191-8272

Construction Manager:

The School Board of Palm Beach County

THE WEITZ COMPANY, 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:

(Corporate Seal)

School District Attorney Date