

FIRST AMENDMENT TO THE

OWNER AND CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT

JAMES B. PIRTLE CONSTRUCTION COMPANY, INC. d/b/a PIRTLE CONSTRUCTION COMPANY

PROJECT NAME: NORTH PALM BEACH ELEMENTARY SCHOOL MODERNIZATION

PROJECT NO.: 0131-7503

This First Amendment made this 21<sup>st</sup> day of November, 2012.

1. 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 October 22, 2012, as attached and incorporated as Exhibit Z.

2. In accordance with the requirements of Article 7 of the Agreement dated April 21, 2011, Project No: 0131-7503 is hereby amended to incorporate a Guaranteed Maximum Price in the amount of \$699,452.00 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.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the May 16, 2012 Agreement the day and year first written above.

Construction Manager

The School Board of Palm Beach County, FL

James B. Pirtle Construction Company, Inc.  
d/b/a Pirtle Construction Company  
Company

\_\_\_\_\_

By: \_\_\_\_\_  
Name (printed) Title

\_\_\_\_\_

Signature Date

\_\_\_\_\_

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

\_\_\_\_\_

Signature Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

*Kathelyn Jacques-Adams*

Kathelyn Jacques-Adams  
c/o-Kathelyn Jacques-Adams, c-OS, c-Office of General Counsel, c-Legal, email-kathelyn.jacques-adams@palmbeachschools.org  
North Palm Beach Elementary School Modernization, James B. Pirtle Construction Company, Inc., d/b/a Pirtle Construction Company, Project No.: 0131-7503  
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(Corporate Seal)

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School Board Attorney Date