

CONSTRUCTION MANAGEMENT
AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, **Amendment No. 1**, made and entered into this **9th day of April, 2013**, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board," and **Creative Contractors, Inc.**, hereinafter referred to as the "Construction Management Firm," or the "CM;"

WITNESSETH:

WHEREAS, on February 12, 2013, the Board and the CM Firm entered into an Agreement ("Agreement") which provided for the CM Firm to furnish pre-construction services, construction phase services, and purchasing long lead items for **Windows, Storefront, Exterior Doors, and Roof Replacement for Building 1 and Painting of the Campus for Osceola Fundamental High School, Project No. 9049** hereinafter referred to as the "Project;" and

WHEREAS, it is stipulated in the February 12, 2013 Agreement, that the parties can amend the Agreement; and

WHEREAS, the CM has established a partial Guarantee Maximum Price (GMP) for the project in the amount of **\$2,080,207** in order to fund compensation for pre-construction services, compensation for construction services, and procurement of direct purchase of materials/equipment;

WHEREAS, the CM has established a second partial GMP for the project in the amount of **\$500,000** in order to contract with a demolition, roofing, window, and paint contractor.

NOW, THEREFORE, the Board and the CM agree as follows:

- A. The above recitals are true and correct and are incorporated herein as part of this Amendment to Agreement.
- B. The CM shall provide construction services required to complete the project in all details in accordance with the partial GMP for **\$2,580,207**, submitted by the CM on March 5, 2013, as the attached Exhibit A.

Except as specifically modified herein, all terms and conditions of the Agreement dated February 12, 2013, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written.

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: _____
Carol J. Cook, Chairperson

Attest: _____
Michael A. Grego, Ed.D.
Superintendent

Creative Contractors, Inc.
620 Drew Street
Clearwater, FL 33755

By: _____

Title: _____

print or type name

Approved as to Form:

David Kyriakou
School Board Attorney

EXHIBIT A



CREATIVE CONTRACTORS INC.

620 DREW STREET / CLEARWATER, FLORIDA 33755

March 5, 2013

Mr. Rick Bevilacqua Project Director
Walter Pownall Service Center
11111 S. Belcher Road
Largo, FL 34643

Re: Osceola High School
Guaranteed Maximum Price (GMP) Phase 1 (revision)

Dear Rick,

In accordance with our discussions, we have under estimated the cost for the first phase of construction, which will include the procurement of long lead items. The scope of work will include demolition, re-roofing, window replacement, prepping, and painting of the exterior of the school. This scope of work will also include the proportional CM fees and compensation, with contingencies.

Based on the owner's budget goal of **\$2,900,000** we would recommend an addition to the Phase 1 GMP amount of **five hundred thousand (\$500,000)** which now would bring our total partial GMP to a total of **Two million, five hundred eighty thousand, two hundred and seven thousand dollars (\$2,580,207)**, with mobilization to commence immediately upon receipt of Notice to Proceed.

If you should have any further questions or need any additional information, please do not hesitate to call.

Sincerely,

James Cacini
Vice President / Chief Estimator

Cc: Jerry Siminski
Todd Pope