

**AMENDMENT TO  
AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER**

**Amendment No. 2  
Astronaut High School**

THIS AMENDMENT

Made this **10th** day of **February**, in the year **2009**

BY AND BETWEEN THE SCHOOL BOARD OF BREVARD COUNTY,  
hereinafter called the OWNER, and

The Haskell Company  
The Haskell Building  
111 Riverside Avenue  
Jacksonville, Fl 32202

hereinafter called the DESIGN-BUILDER.

WHEREAS, the Owner and the Design-Builder entered into an Agreement Between Owner and Design-Builder on June 12, 2006 for certain Design Build Services for the Astronaut High School Additions and Renovations project as approved by the School Board of Brevard County, FL.; and

WHEREAS, the Design-Builder and the Owner agreed to a Guaranteed Maximum Price (GMP) for the Astronaut High School Additions and Renovations Project in the amount of Sixteen Million Dollars (\$16,000,000) as required by Article 6.5 of said Agreement; and

WHEREAS, at the November 27, 2006 Board meeting (Board Item F-8) the Owner amended the Guaranteed Maximum Price (GMP) in the amount of Thirteen Million Two Hundred Forty Two Thousand Two Hundred Ninety Four Dollars (\$13,242,294) to add design-build services for additional scope of work; and

WHEREAS, the Owner now wishes to amend the Guaranteed Maximum Price (GMP) to deduct Owner Direct Purchases (ODP), unused Contingency, unused Sales Tax Savings, unused General Conditions, unused General Requirements and unused Allowances;

NOW THEREFORE, in recognition of good and valuable considerations exchanged between the parties, the Owner and the Design-Builder hereby covenant and agree to amend said Agreement as follows. All other terms and conditions not specifically amended below shall remain unchanged.

Guaranteed Maximum Price (GMP): The Guaranteed Maximum Price (GMP) shall be **decreased** in the amount of **Five Million One Hundred Eighty Eight Thousand Seven Hundred Forty Eight Dollars and Fifty Five Cents (\$5,188,748.55)**. The new Guaranteed Maximum Price (GMP) shall be **Twenty Four Million Fifty Three Thousand Five Hundred Forty Five Dollars and Forty Five Cents (\$24,053,545.45)**.

Amendment No. 2:

|                               |                                |
|-------------------------------|--------------------------------|
| <b>Owner Direct Purchases</b> | <b>\$ &lt;4,504,965.55&gt;</b> |
| <b>Project Savings</b>        |                                |
| Unused Contingency            | \$ <118,545.84>                |
| Unused Sales Tax Savings      | \$ <991.00>                    |
| Unused General Conditions     | \$ <331,814.66>                |
| Unused General Requirements   | \$ <28,332.00>                 |
| Unused Allowances             | \$ <222,099.50>                |
| <b>Total Project Savings</b>  | <b>\$ &lt;683,783.00&gt;</b>   |
|                               |                                |
| <b>Total Amendment No. 2</b>  | <b>\$ &lt;5,188,748.55&gt;</b> |

GMP Recap:

|                    |                         |
|--------------------|-------------------------|
| Original GMP       | \$ 16,000,000.00        |
| Amendment No. 1    | \$ 13,242,294.00        |
| Amendment No. 2    | \$ <5,188,748.55>       |
| <b>Revised GMP</b> | <b>\$ 24,053,545.45</b> |

Schedule: The Contract Time is **not** changed by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year last written above.

**Design-Builder**

**The Haskell Company**

ATTEST:

APPROVED

By: \_\_\_\_\_

By: \_\_\_\_\_  
David D. Balz, Senior Vice President



**Owner**

**School Board of Brevard County**

ATTEST:

APPROVED

By: \_\_\_\_\_  
Richard A. DiPatri, Ed.D  
Superintendent

By: \_\_\_\_\_  
Robert L. Jordan  
Chairman