

EXHIBIT ONE TO CONSTRUCTION MANAGER AT RISK AGREEMENT

GUARANTEED MAXIMUM PRICE (“GMP”) AMENDMENT

THIS GUARANTEED MAXIMUM PRICE (“GMP”) AMENDMENT, made and entered into as of this ____ day of _____, 2008, (GMP Amendment) between Owner, City of Coral Gables, and Construction Manager, DooleyMack Constructors of South Florida, LLC, represents an addendum to the original Agreement between Owner and Construction Manager made as of the 26th day of March, 2007, for the following described project:

WHEREAS, the Owner and the Construction Manager have agreed to amend the Agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, in the Agreement and the other Contract Documents and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Construction Manager do hereby agree as follows:

1. This GMP Amendment is executed in connection with, and is deemed to be a part of the Agreement and the Contract Documents. Wherever the terms of this GMP Amendment and the terms of the Contract are in conflict, the terms of this GMP Agreement shall govern and control. The terms used herein, unless otherwise defined in this GMP Agreement, shall have the meanings ascribed to them in the Contract Documents.
2. The following is hereby incorporated into the Contract Documents and made part thereof:
 - a. The drawings listed on Attachments I attached hereto, which drawings are made a part of the Contract Documents by this reference (the “Drawings”); and
 - b. The specifications listed on Attachment II attached hereto, which specifications are made a part of the Contract Documents by this reference (the “Specifications”)
 - c. Those documents listed on Attachment III, Additional Contract Documents, attached hereto, are made a part of the Contract Documents by this reference.
3. The entire Scope of the Work for Project No. HTHR0601 is hereby incorporated into the Work.
4. The date of commencement for the construction of this Project shall be _____ (“Date of Commencement”).
5. The Construction Manager shall achieve Substantial Completion of the entire Work for this Project No. HTHR0601 not later than _____ days from the Date of Commencement (the “Contract Time”). Final completion shall not be later than 60 days from the date of Substantial Completion. Failure to meet either the Substantial Completion or Final Completion dates shall be a material breach of this Agreement.

6. The Owner and the Construction Manager acknowledge and agree that the Owner will suffer damages if the Construction manager fails to achieve Substantial Completion of the entire Work for this Project as defined in the Construction Documents on or before the expiration of the Contract Time, which damages are difficult, if not impossible, to ascertain with any degree of certainty. Accordingly, if the Construction Manager fails to achieve Substantial Completion (as defined on page 32 of said original Agreement) of the entire Work for this project, on or before the expiration of the Contract Time, liquidating damages (which are not intended as a penalty) shall be assessed against the Construction Manager in an amount to be calculated in accordance with the Contract Documents using the GMP agreed to herein as the basis for calculation. This will occur by virtue of the Construction Manager's failure to achieve Substantial Completion of the Project within the Contract Time.

7. The Guaranteed Maximum Price for Project No. HTHR0601 is hereby guaranteed by the Construction Manager not to exceed the sum of \$5,894,727.00 (the Project "GMP"), based upon the entire Scope of the Work as described in the Contract Documents, including, but not limited to, the Drawings and the Specifications, subject only to additions and deductions by Change Order or Construction Change Directive, as provided in the Contract Documents. The GMP is more particularly itemized in the Schedule of Values prepared in accordance with the terms of the Agreement, which Schedule of Values is attached hereto and made a part of the Contract Documents by this reference. Included in the Schedule of Values and specifically identified herein, the contingency included in this Guaranteed Maximum Price is the amount of \$414,155.00.

8. The Construction Manager shall provide Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance, and Builder's Risk Insurance in compliance with the provisions of Article II – Insurance Bonds of the General Conditions of the Contract Construction, a copy of the updated certificate shall be provided within five (5) calendar days from the execution of this Amendment.

9. The Construction Manager shall provide the Public Construction Payment Bond and the Public Construction Performance and Guarantee Bond in compliance with the provisions of Article II – Insurance and Bonds of the General Conditions of the Contract for Construction, a copy of the Bond shall together with evidence of payment be provided within five (5) calendar days from the execution of this Amendment.

10. By executing this GMP Amendment, the Construction Manager acknowledges that it has ascertained all correct locations for points of connection for all utilities, if any required for this Project; and has identified all clarifications and qualifications for this Project, if any.

11. The Construction Manager's on-site management and supervisory personnel for this Project are set forth on Attachment IV, attached hereto and made a part hereof by this reference.

12. The Construction Manager warrants and represents that the salary and wage schedule includes the lowest comparable market rates (including any and all benefits, constructions and insurance) charged by the Construction Manager for comparable contracts to other business and

individuals for similar services, and that such rates are not higher than the standard paid at the place of this Project.

13. The Construction Schedule for this Project is set forth on Attachment III, attached hereto and made part hereof by this reference.

14. Except as expressly provided herein above, all of the terms, conditions, covenants, agreements and understandings contained in the Contract Documents shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Owner and the Construction Manager.

15. This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

CITY OF CORAL GABLES

ATTEST: By _____
David L Brown, City Manager

Walter J. Foeman, City Clerk

CONSTRUCTION MANAGER:

ATTEST: _____ By _____

STATE OF FLORIDA)

SS. Acknowledgement of the City of Coral Gables

SS. T
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by David L. Brown, and Walter J. Foeman, City Manager and City Clerk respectively, of the City of Coral Gables, Florida, on behalf of the City, who are personally known to me.

Notary Public, State of Florida

Print Name:

Commission No.:

My commission expires:

STATE OF FLORIDA)

SS. Acknowledgement of the CONSTRUCTION MANAGER
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008
by _____ and _____ on behalf of Dooley & Mack
Constructors of South Florida, Inc. They are personally known to me or have produced
_____ (type of information) as identification.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires:

APPROVED AS TO FORM & CONTENT:

Elizabeth M. Hernandez, Esq.
City Attorney

ATTACHMENT I – CONTRACT DOCUMENTS – THE DRAWINGS

ATTACHMENT II – CONTRACT DOCUMENTS – THE SPECIFICATIONS

ATTACHMENT III – CONTRACT DOCUMENTS – ADDITIONAL CONTRACT DOCUMENTS

- GMP PROPOSAL COST SUMMARY
- SCHEDULE OF VALUES
- ASSUMPTIONS & CLARIFICATIONS
- GMP PROPOSAL SCHEDULE

ATTACHMENT IV - CONSTRUCTION MANAGER'S ON-SITE MANAGEMENT AND SUPERVISORY PERSONNEL