

**ADDENDUM TO NON-EXCLUSIVE TWO YEAR CONTINUING CONTRACT
BETWEEN OWNER AND DESIGN/BUILDER FOR
ASSIGNED DESIGN/CONSTRUCTION PROJECTS**

THIS ADDENDUM is entered into this 5th day of April, 2011, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "Owner") and Gilbane Building Company, a Rhode Island corporation d/b/a Mills Gilbane, as successor by merger with W.G. Mills, Inc., (the "Design/Builder").

R E C I T A L S

A. On March 3, 2009, The School Board of Sarasota County, Florida and W.G. Mills, Inc., a Florida corporation, entered into a Non-Exclusive Two Year Continuing Contract Between Owner And Design/Builder For Assigned Design/Construction Projects (the "Agreement").

B. Effective January 1, 2011, W.G. Mills, Inc. merged with Gilbane Building Company, as reflected in the Articles of Merger filed with the Florida Department of State, Division of Corporations. On January 10, 2011, Gilbane Building Company filed with the Florida Department of State, Division of Corporations, an Application for Registration of Fictitious Name, registering Mills Gilbane as its fictitious name in the State of Florida.

C. On February 10, 2011, the School Board provided to W.G. Mills, Inc., written notification of its intent to extend the Agreement for an additional one-year period. However, the letter

contained a typographical error wherein it indicated that the third and final year of the continuing contract will be through 3/3/2011. The letter should have stated that the final year of the continuing contract, as extended, will be through 3/3/2012.

D. The parties hereto desire to memorialize the merger and name change, and also to clarify the extension of the continuing contract is through 3/3/2012, and not 3/3/2011, by executing this Addendum to the Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, and other valuable consideration, the parties do hereby agree as follows:

1. Gilbane Building Company, d/b/a Mills Gilbane hereby replaces the name W.G. Mills, Inc. as the Design/Builder under the Agreement. All contractual obligations and services of W.G. Mills, Inc., as provided in the referenced Agreement are hereby assumed, as of January 1, 2011, by Gilbane Building Company, d/b/a Mills Gilbane. Any contracts for particular subprojects which may be entered into pursuant to Article 2, 2.1.2.2 shall be between the Owner and Gilbane Building Company, d/b/a Mills Gilbane.

2. Owner and the Design/Builder hereby acknowledge and agree that the Agreement has been extended for a third and final year, through 3/3/2012, on the same rates and conditions which

applied during the initial two year contract period under the Agreement.

3. The parties also hereby acknowledge and agree that all other provisions of the Agreement remain in full force and effect.

4. Where there is any conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.


IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

BY: _____
Frank Kovach, Chairman

Approved for Legal Content
March 9, 2011, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: MG

GILBANE BUILDING COMPANY, d/b/a
Mills Gilbane

BY: 
Type Name: LEMUEL SHARP III
As SR. VICE PRESIDENT