

**ADDENDUM TO CONTRACT BETWEEN OWNER AND CONSTRUCTION MANAGER  
WHERE THE BASIS OF PAYMENT IS COST OF THE WORK  
PLUS A FEE WITH A NEGOTIATED GUARANTEED MAXIMUM PRICE**

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 "Construction Manager").

**R E C I T A L S**

A. On March 16, 2010, The School Board of Sarasota County, Florida and W.G. Mills, Inc., a Florida corporation, entered into a Contract Between Owner and Construction Manager Where the Basis of Payment is Cost of the Work Plus a Fee With a Negotiated Guaranteed Maximum Price (the "Agreement") for the Venice High School Rebuild-Mobilization & Site Prep.

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. By document dated February 14, 2011, the parties entered into Change Order Number 5 to memorialize by change order the above referenced merger and name change.

D. The parties hereto desire to further memorialize the merger and name change 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 Construction Manager under the Agreement. All contractual obligations and services of W.G. Mills, Inc., as provided in the referenced Agreement, and any change order thereto, including insurance and bonding obligations, are hereby assumed, as of January 1, 2011, by Gilbane Building Company, d/b/a Mills Gilbane. All payment obligations of the Owner to the Construction Manager shall now be due and payable, effective as of January 1, 2011, to Gilbane Building Company, d/b/a Mills Gilbane.

2. The parties acknowledge and agree that the remainder of the terms of the Agreement, and any change orders thereto, otherwise remain in full force and effect.

3. 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