



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 7th day of March in the year 2024 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 9th day of November in the year 2022 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

City of Manzanita City Hall
635-655 Manzanita Avenue, Manzanita, OR 97130

THE OWNER:
(Name, legal status, and address)

City of Manzanita
167 S 5th St
Manzanita, OR 97130

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Cove Built LLC
79117 Tide Rd
Arch Cape, OR 97102

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- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four million, five hundred eighty-nine thousand, nine hundred forty-three and sixty-seven cents (\$4,589,943.67), subject to additions and deductions by Change Order as provided in the Contract Documents.

Owner and Construction Manager entered into an Early Work Amendment dated November 13, 2023 (the "EWA"). The EWA describes certain demolition and abatement work (the "Early Work") and authorized the Construction Manager to perform the Early Work. As of the date of this Amendment, the Early Work has been completed, and the Construction Manager has been paid \$297,194.49 (the "Early Work Sum") for performing the Early Work. The Early Work Sum includes retainage and the Construction Manager's Fee. The Construction Manager acknowledges and agrees that the Early Work Sum represents the total amount due to the Construction Manager for the Early Work, and the Construction Manager has been fully compensated for the Early Work. The Guaranteed Maximum Price includes the Early Work Sum, and the Early Work Sum has already been billed against the Guaranteed Maximum Price.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See detailed GMP estimate set forth in Attachment 1 to this Amendment. Additionally, the Guaranteed Maximum Price includes the Early Work Sum for the Early Work as described in Section A.1.1.1 above (even though the estimate set forth in Attachment 1 does not include the Early Work Sum). Notwithstanding anything to the contrary in the Contract Documents, the Construction Manager's contingency, the Construction Manager's Fee, the liability insurance fee, and payment and performance bond fee are to be calculated as a percentage of the Guaranteed Maximum Price less the Early Work Sum (as shown in the detailed estimate set forth in Attachment 1).

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
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§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Gutters: Additive alternate for half-round gutters	\$9,056.00	All alternates: Approval by Engineer of Record and City Manager.
Plumbing: Value engineering targets		
DSM: Additive alternate to use 3' piles in lieu of 8' piles	-\$10,000.00	
	\$36,045.00	
Paving: Additive alternate to pave gravel work areas	\$10,022.00	

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of execution of this Amendment.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: May 16, 2025

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

- Manzanita City Hall GMP/Permit Documents Project Manual Dated January 26, 2024, 1,305 pages
- City of Manzanita Right of Way Specifications Dated January 26, 2024, 61 pages
- City of Manzanita City Hall Deep Soil Mixing Specifications, 25 pages

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Manzanita City Hall GMP/Permit Set Dated January 26, 2024, 93 pages
Manzanita City Hall Shoring Drawings Dated January 26, 2024, 2 pages

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
See list of allowances in Attachment 1 to this Amendment.	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Attachment 1 to this Amendment.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Manzanita City Hall Geotechnical Engineering Report Dated November 14, 2022, 39 pages

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

See attached list.

ARTICLE A.5 OTHER AMENDMENTS TO THE CONTRACT

§ A.5.1 Effective as of November 9, 2022, Section 3.18.1 of the General Conditions is amended and replaced in its entirety as follows:

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, save, and hold harmless the Owner, the State of Oregon, and their respective consultants, agents, officers, and employees for, from and against claims, actions, liabilities, damages, losses, and expenses, including but not limited to attorneys' and experts' fees, arising out of or resulting from performance of the Work by the Contractor, a Subcontractor, or anyone for whose acts they may be liable:

.1 For death, personal injury (including without limitation sickness, disease, or bodily injury), or property damage to the extent caused by, or alleged to be caused by, in whole or in part (a) the material breach of these General Conditions or the Contract Documents; (b) violation of laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities; or (c) any willful, negligent, or tortious acts or omissions of the Contractor, a Subcontractor (of any tier), their respective officers, agents, employees, or subcontractors, or anyone for whose acts they may be liable; and

.2 For claims for any violation of federal, state, or local laws or regulations relating to labor or employment, including without limitation wage-and-hour or benefit claims, asserted by or on behalf of an employee or employees of the Contractor, a Subcontractor (of any tier), or anyone for whose acts they may be liable.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ A.5.2 Effective as of November 9, 2022, Section 3.18.3 of the General Conditions is amended and replaced in its entirety as follows:

Notwithstanding anything to the contrary in this Section 3.18, the Contractor is not required to indemnify the Owner, the State of Oregon, or their respective consultants, agents, officers, or employees for, from, and against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence or willful misconduct of the Owner, the State of Oregon, or their respective consultants, agents, officers, or employees, but the Contractor is required to indemnify the Owner, the State of Oregon, and their respective consultants, agents, officers, and employees for, from, and against liability for damage arising out of death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor, a Subcontractor (of any tier), their respective officers, agents, employees, or subcontractors, or anyone for whose acts they may be liable.

§ A.5.3 Section 3.2.1 of the Agreement is amended and replaced as follows:

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, the Owner's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ A.5.4 Section 3.2.3.3 of the Agreement is amended and replaced as follows:

.3 A statement of the Proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; the Owner's contingency set forth in Section 3.2.4, and the Construction Manager's Fee;

§ A.5.5 Section 3.2.4 of the Agreement is amended and replaced as follows:

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The contingency will not exceed 5% of the Guaranteed Maximum Price. Use of this contingency requires the Owner's prior approval in writing. Such approval shall not be withheld if it would unreasonably impact the ability of the Construction Manager to meet its contractual obligations related to budget, schedule, and quality. The Construction Manager will keep a log with line items of each contingency expenditure. Owner will initial approvals of expenditures per lined item. In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall also include an Owner contingency in an amount agreed upon by the Owner and the Construction Manager. The Owner contingency is for the Owner's exclusive use to cover the costs of modifications or additions to the Work and unforeseen circumstances or conditions that would entitle the Construction Manager to an equitable adjustment of the Contract Sum under the Contract Documents. The Owner's contingency will not be used without the Owner's prior written approval. The Construction Manager will keep a log with line items of each Owner's contingency expenditure. One hundred percent of

the Construction Manager's contingency savings, and one hundred percent of the Owner's contingency savings, will be returned to the Owner.

§ A.5.6 Section B.2.3.1.1 of Exhibit B is amended and replaced in its entirety as follows:

B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm.

§ A.5.7 Section B.2.3.1.2 of Exhibit B is amended and replaced in its entirety as follows:

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements.

This Amendment to the Agreement entered into as of the day and year first written above.

CITY OF MANZANITA

COVE BUILT LLC

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

Leila Aman, City Manager
(Printed name and title)

Jason Stegner, Owner
(Printed name and title)

Additions and Deletions Report for **AIA® Document A133® – 2019 Exhibit A**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:00:43 ET on 02/29/2024.

PAGE 1

This Amendment dated the 7th day of March in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 9th day of November in the year 2022 (the "Agreement")

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Cove Built LLC
79117 Tide Rd
Arch Cape, OR 97102

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Owner and Construction Manager entered into an Early Work Amendment dated November 13, 2023 (the "EWA"). The EWA describes certain demolition and abatement work (the "Early Work") and authorized the Construction Manager to perform the Early Work. As of the date of this Amendment, the Early Work has been completed, and the Construction Manager has been paid \$297,194.49 (the "Early Work Sum") for performing the Early Work. The Early Work Sum includes retainage and the Construction Manager's Fee. The Construction Manager acknowledges and agrees that the Early Work Sum represents the total amount due to the Construction Manager for the Early Work, and the Construction Manager has been fully compensated for the Early Work. The Guaranteed Maximum Price includes the Early Work Sum, and the Early Work Sum has already been billed against the Guaranteed Maximum Price.

...

See detailed GMP estimate set forth in Attachment 1 to this Amendment. Additionally, the Guaranteed Maximum Price includes the Early Work Sum for the Early Work as described in Section A.1.1.1 above (even though the estimate set forth in Attachment 1 does not include the Early Work Sum). Notwithstanding anything to the contrary in the Contract Documents, the Construction Manager's contingency, the Construction Manager's Fee, the liability

insurance fee, and payment and performance bond fee are to be calculated as a percentage of the Guaranteed Maximum Price less the Early Work Sum (as shown in the detailed estimate set forth in Attachment 1).

...

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3-Section 6.1.3 of the Agreement.

...

<u>Gutters: Additive alternate for half-round gutters</u>	<u>\$9,056.00</u>
<u>Plumbing: Value engineering targets</u>	<u>-\$10,000.00</u>
<u>DSM: Additive alternate to use 3’ piles in lieu of 8’ piles</u>	<u>\$36,045.00</u>
<u>Paving: Additive alternate to pave gravel work areas</u>	<u>\$10,022.00</u>

All alternates: Approval by Engineer of Record and City Manager.

...

PAGE 3 None

The date of execution of this Amendment.

...

By the following date: May 16, 2025

...

N/A

...

Manzanita City Hall GMP/Permit Documents Project Manual Dated January 26, 2024, 1,305 pages
City of Manzanita Right of Way Specifications Dated January 26, 2024, 61 pages
City of Manzanita City Hall Deep Soil Mixing Specifications, 25 pages

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Manzanita City Hall GMP/Permit Set Dated January 26, 2024, 93 pages
Manzanita City Hall Shoring Drawings Dated January 26, 2024, 2 pages

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N/A

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See list of allowances in Attachment 1 to this Amendment.

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See Attachment 1 to this Amendment.

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...

See attached list.

ARTICLE A.5 OTHER AMENDMENTS TO THE CONTRACT

§ A.5.1 Effective as of November 9, 2022, Section 3.18.1 of the General Conditions is amended and replaced in its entirety as follows:

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, save, and hold harmless the Owner, the State of Oregon, and their respective consultants, agents, officers, and employees for, from and against claims, actions, liabilities, damages, losses, and expenses, including but not limited to attorneys' and experts' fees, arising out of or resulting from performance of the Work by the Contractor, a Subcontractor, or anyone for whose acts they may be liable:

.1 For death, personal injury (including without limitation sickness, disease, or bodily injury), or property damage to the extent caused by, or alleged to be caused by, in whole or in part (a) the material breach of these General Conditions or the Contract Documents; (b) violation of laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities; or (c) any willful, negligent, or tortious acts or omissions of the Contractor, a Subcontractor (of any tier), their respective officers, agents, employees, or subcontractors, or anyone for whose acts they may be liable; and

.2 For claims for any violation of federal, state, or local laws or regulations relating to labor or employment, including without limitation wage-and-hour or benefit claims, asserted by or on behalf of an employee or employees of the Contractor, a Subcontractor (of any tier), or anyone for whose acts they may be liable.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ A.5.2 Effective as of November 9, 2022, Section 3.18.3 of the General Conditions is amended and replaced in its entirety as follows:

Notwithstanding anything to the contrary in this Section 3.18, the Contractor is not required to indemnify the Owner, the State of Oregon, or their respective consultants, agents, officers, or employees for, from, and against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence or willful misconduct of the Owner, the State of Oregon, or their respective consultants, agents, officers, or employees, but the Contractor is required to indemnify the Owner, the State of Oregon, and their respective consultants, agents, officers, and employees for, from, and against liability for damage arising out of death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor, a Subcontractor (of any tier), their respective officers, agents, employees, or subcontractors, or anyone for whose acts they may be liable.

§ A.5.3 Section 3.2.1 of the Agreement is amended and replaced as follows:

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, the Owner's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ A.5.4 Section 3.2.3.3 of the Agreement is amended and replaced as follows:

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the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; the Owner's contingency set forth in Section 3.2.4, and the Construction Manager's Fee;

§ A.5.5 Section 3.2.4 of the Agreement is amended and replaced as follows:

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The contingency will not exceed 5% of the Guaranteed Maximum Price. Use of this contingency requires the Owner's prior approval in writing. Such approval shall not be withheld if it would unreasonably impact the ability of the Construction Manager to meet its contractual obligations related to budget, schedule, and quality. The Construction Manager will keep a log with line items of each contingency expenditure. Owner will initial approvals of expenditures per lined item. In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall also include an Owner contingency in an amount agreed upon by the Owner and the Construction Manager. The Owner contingency is for the Owner's exclusive use to cover the costs of modifications or additions to the Work and unforeseen circumstances or conditions that would entitle the Construction Manager to an equitable adjustment of the Contract Sum under the Contract Documents. The Owner's contingency will not be used without the Owner's prior written approval. The Construction Manager will keep a log with line items of each Owner's contingency expenditure. One hundred percent of the Construction Manager's contingency savings, and one hundred percent of the Owner's contingency savings, will be returned to the Owner.

§ A.5.6 Section B.2.3.1.1 of Exhibit B is amended and replaced in its entirety as follows:

B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm.

§ A.5.7 Section B.2.3.1.2 of Exhibit B is amended and replaced in its entirety as follows:

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements.

CITY OF MANZANITA
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COVE BUILT LLC

Leila Aman, City Manager

Jason Stegner, Owner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Christine L. Taylor, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:00:43 ET on 02/29/2024 under Order No. 3104240178 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)