



AIA® Document A141™ – 2014 Exhibit A

Design-Build Amendment

R4 (04-25-1019)

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the _____ day of _____ in the year 2019 (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Pompano Beach 3 Bay Fire Station 52
10 SW 27th Ave.
Pompano Beach, FL 33069

THE OWNER:

(Name, legal status and address)

The City of Pompano Beach, FL a political subdivision of the State of Florida
100 West Atlantic Boulevard Pompano Beach, Florida 33060
Attention: Gregory P. Harrison, City Manager

THE DESIGN-BUILDER:

(Name, legal status and address)

West Construction, Inc.
820 North 4th Street
Lantana, Florida 33462
Attention: Martha A. Morgan

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract. The Contract Sum shall be one of the following and shall not include the lump sum compensation of \$381,000 that the Owner will pay periodically to the Design-Builder for Work that is satisfactorily performed for project design, engineering, and pre-construction fees and costs. :

(Check the appropriate box.)

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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

- [X] Stipulated Sum, in accordance with Section A.1.2 below
- [] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- [] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be five million three hundred forty two thousand three hundred and sixty eight dollars and sixty four cents (\$ 5,342,368.64), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner: N/A
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ A.1.2.3 Unit prices, if any: N/A
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
.)		
Item	Units and Limitations	Price per Unit (\$0.00)

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 25th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 10th day of the next month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

(Paragraph deleted)

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum,, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

N/A

(Paragraphs deleted)

§1.5.2.5 Should a reduction in retainage be permitted by Owner, it shall be in strict accordance with §255.078, F.S.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

(Paragraph deleted)

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than - (-) days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Completion Date of October 31, 2022

Portion of Work

Substantial Completion Date

September 30, 2022

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§A.2.3 If Design-Builder does not achieve Substantial Completion of the Work by the scheduled date of Substantial Completion, as may be adjusted as provided for elsewhere in the Contract Documents, the Owner and Design-Builder acknowledge and agree that it would be impractical or extremely difficult to estimate the damages which may be sustained by the Owner. Thus, the parties have determined that a reasonable estimate of the damages that the Owner may sustain for every day beyond the date of Substantial Completion is one thousand dollars (\$1,000.00) per calendar day which may be assessed by the Owner as liquidated damages, and not as a penalty.

§ A.2.4 **No Excuses Bonus ("NEB"):** Subject to the conditions set forth below, the Owner shall pay Design-Builder a lump sum incentive of one hundred thousand dollars (\$100,000.00) if the Work is substantially completed on or before May 31, 2022 ("Drop Dead Date"). The Drop Dead Date shall not be adjusted for any reason, cause or circumstance whatsoever, regardless of the cause of the delay, regardless of it being beyond the control of Design-Builder, and even though it may have been caused by the Owner. Design-Builder acknowledges and agrees that delays may be caused by or arise from any number of events during the course of construction, and affirms that such delays or events and their potential impacts on the performance by the Design-Builder are specifically contemplated and acknowledged by Design-Builder and shall not result in an extension of the Drop Dead Date above. Any and all costs or impacts incurred by the Design-Builder in accelerating the Work to overcome or absorb such delay in an effort to substantially complete the Work by the Drop Dead Date, regardless of whether the Design-Builder successfully meets the Drop Dead Date or not, shall be the sole responsibility of the Design-Builder in every instance, without recourse against the Owner. The determination by the Owner's Representative of Design-Builder's either

achieving or not achieving substantial completion of the Work by the Drop Dead Date shall be final and binding on Design-Builder, and not subject to appeal. If the Drop Dead Date is achieved, Design-Builder has the option of either accepting the NEB, or rejecting same, in the event Design-Builder has previously asserted any delay claims that are allegedly compensable based on provisions addressing same elsewhere in the AIA A141 and/or this Amendment. If accepted, Design-Builder agrees that the NEB shall constitute full and final settlement—and waiver of-- all claims for additional compensation or time extensions that the Design-Builder has submitted, could have submitted, or might otherwise thereafter submit, on its own behalf, or on behalf of any subcontractor or supplier, for work performed up to and including the Drop Dead Date.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

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

Document	Title	Date	Pages
Exhibit "I"	Schedule of Values		

§ A.3.1.2 The Specifications: TBD

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings: TBD

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

TBD

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 Design-Builder'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
TBD		

Other identifying information:

§ A.3.1.4.1 As of the execution date of this A141 and Exhibit "A," only conceptual plans submitted by Design-Builder with its proposal to the Owner dated January 15, 2019 currently exist. As provided for in the A141, Owner agrees to pay Design-Builder the lump sum amount of \$381,000 for final Project Construction Working Drawings that are acceptable to, and approved by Owner, including related and indigenous pre-construction services. **Design-Builder expressly understands and agrees that in the event Owner either a) does not find those final Project Construction Working drawings acceptable, for any reason whatsoever, at Owner's exclusive discretion, or b) Owner, for any reason whatsoever, at its exclusive discretion, decides not to proceed to the**

Init.

Construction Phase with Design-Builder, Owner may terminate the construction phase of the Agreement, without recourse by Design-Builder, except as follows: Payment by Owner to Design-Builder for the lump sum design and engineer services satisfactorily performed through the date of termination by Owner, plus a break-up fee of \$50,000. In such event of termination, Design-Builder, except for the foregoing, expressly waives all claims and damages against Owner, direct, indirect, consequential or otherwise.

§ A.3.1.4.2 Additionally, unless and except to the extent that Owner-directed changes to the final Construction Working Drawings materially and substantially depart from the scope of the conceptual drawings provided by Design-Builder, Design-Builder shall not be entitled to an increase in the **stipulated sum for construction**.

§ A.3.1.4.3 Design-Builder acknowledges and agrees that the exclusive and discretionary Owner's right of termination, and no adjustment stipulated sum for construction provisions, as set forth in A.3.1.4.1 and A.3.1.4.2 above respectively, are material inducements for Owner entering into this Agreement with Design-Builder.

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

Permit Fee Allowance \$160,000.00

Furnishings, Fixtures and Equipment Allowance \$100,000.00

Allowance for Actual Cost of Builder's Risk Insurance furnished by Design-Builder, not to exceed 1.25% of the stipulated sum

Fire Alerting System Allowance \$100,000.00

.2 Contingencies

An Owner Controlled Contingency Reserve in the amount of two hundred thousand dollars (\$200,000.00) is included in the stipulated sum for construction, and is subject to the following terms and conditions: This Contingency Reserve is to be used exclusively by Owner for Changes or Change Directives authorized by Owner during the course of construction, and subject to the terms and conditions set forth in AIA A 141, Article 6. Upon final completion of the Project, any balance in the Contingency Reserve shall inure exclusively to the benefit of the Owner, and a unilateral deductive change order for such balance, if any, shall be issued by Owner.

§ A.3.1.6 Design-Builder's assumptions and clarifications: N/A

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification: N/A

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below: TBD

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

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TBD

.2 Project Manager

TBD

.3 Others

TBD

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

As defined under Owner's Criteria

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

(Paragraphs deleted)

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

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

"OWNER"

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPAÑO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Init.

/

"DESIGN BUILDER"

West Construction Inc.

Witnesses:

By: _____
Martha A. Morgan, President

(Print or Type Name)

(Print or Type Name)
(Table deleted)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Martha A. Morgan as President of West Construction Inc., a Florida corporation on behalf of the corporation. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Init.

/

Additions and Deletions Report for AIA® Document A141™ – 2014 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 11:34:44 ET on 05/08/2019.

PAGE 1

R4 (04-25-1019)

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the day of in the year 2019 (the "Agreement")

...

Pompano Beach 3 Bay Fire Station 52
10 SW 27th Ave.
Pompano Beach, FL 33069

...

The City of Pompano Beach, FL a political subdivision of the State of Florida
100 West Atlantic Boulevard Pompano Beach, Florida 33060
Attention: Gregory P. Harrison, City Manager

...

West Construction, Inc.
820 North 4th Street
Lantana, Florida 33462
Attention: Martha A. Morgan

...

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the ~~Contract after the execution of this Amendment.~~ Contract. The Contract Sum shall be one of the following and shall not include ~~compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment;~~ the lump sum compensation of \$381,000 that the Owner will pay periodically to the Design-Builder for Work that is satisfactorily performed for project design, engineering, and pre-construction fees and costs.

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[X] Stipulated Sum, in accordance with Section A.1.2 below

...

§ A.1.2.1 The Stipulated Sum shall be five million three hundred forty two thousand three hundred and sixty eight dollars and sixty four cents (\$ 5,342,368.64), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner: N/A

...

§ A.1.2.3 Unit prices, if any: N/A

...

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<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
§ A.1.3 Cost of the Work Plus Design-Builder's Fee		
§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.		
§ A.1.3.2 The Design-Builder's Fee: <i>(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)</i>		
§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price		
§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.		
§ A.1.4.2 The Design-Builder's Fee: <i>(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)</i>		
§ A.1.4.3 Guaranteed Maximum Price		
§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed —(\$ —), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner. <i>(Insert specific provisions if the Design-Builder is to participate in any savings.)</i>		
§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price. <i>(Provide information below or reference an attachment.)</i>		
§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:		

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

...

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 25th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 10th day of the next month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Owner receives the Application for Payment.

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§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, Sum, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

...

N/A

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- ~~.1 Take the Cost of the Work as described in Article A.5 of this Amendment;~~
- ~~.2 Add the Design-Builder's Fee, less retainage of — percent (— %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~.3 Subtract retainage of — percent (— %) from that portion of the Work that the Design-Builder self-performs;~~
- ~~.4 Subtract the aggregate of previous payments made by the Owner;~~
- ~~.5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.~~

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- ~~.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.~~
- ~~.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;~~
- ~~.3 Add the Design-Builder's Fee, less retainage of — percent (— %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~.4 Subtract retainage of — percent (— %) from that portion of the Work that the Design-Builder self-performs;~~
- ~~.5 Subtract the aggregate of previous payments made by the Owner;~~

- ~~.6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.~~

§1.5.2.5 Should a reduction in retainage be permitted by Owner, it shall be in strict accordance with §255.078, F.S.

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~~§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.~~

...

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than () days from the date of this Amendment, or as follows:

...

Completion Date of October 31, 2022

...

September 30, 2022

...

§A.2.3 If Design-Builder does not achieve Substantial Completion of the Work by the scheduled date of Substantial Completion, as may be adjusted as provided for elsewhere in the Contract Documents, the Owner and Design-Builder acknowledge and agree that it would be impractical or extremely difficult to estimate the damages which may be sustained by the Owner. Thus, the parties have determined that a reasonable estimate of the damages that the Owner may sustain for every day beyond the date of Substantial Completion is one thousand dollars (\$1,000.00) per calendar day which may be assessed by the Owner as liquidated damages, and not as a penalty.

§ A.2.4 No Excuses Bonus ("NEB"): Subject to the conditions set forth below, the Owner shall pay Design-Builder a lump sum incentive of one hundred thousand dollars (\$100,000.00) if the Work is substantially completed on or before May 31, 2022 ("Drop Dead Date"). The Drop Dead Date shall not be adjusted for any reason, cause or circumstance whatsoever, regardless of the cause of the delay, regardless of it being beyond the control of Design-Builder, and even though it may have been caused by the Owner. Design-Builder acknowledges and agrees that delays may be caused by or arise from any number of events during the course of construction, and affirms that such delays or events and their potential impacts on the performance by the Design-Builder are specifically contemplated and acknowledged by Design-Builder and shall not result in an extension of the Drop Dead Date above. Any and all costs or impacts incurred by the Design-Builder in accelerating the Work to overcome or absorb such delay in an effort to substantially complete the Work by the Drop Dead Date, regardless of whether the Design-Builder successfully meets the Drop Dead Date or not, shall be the sole responsibility of the Design-Builder in every instance, without recourse against the Owner. The determination by the Owner's Representative of Design-Builder's either achieving or not achieving substantial completion of the Work by the Drop Dead Date shall be final and binding on Design-Builder, and not subject to appeal. If the Drop Dead Date is achieved, Design-Builder has the option of either

accepting the NEB, or rejecting same, in the event Design-Builder has previously asserted any delay claims that are allegedly compensable based on provisions addressing same elsewhere in the AIA A141 and/or this Amendment. If accepted, Design-Builder agrees that the NEB shall constitute full and final settlement—and waiver of-- all claims for additional compensation or time extensions that the Design-Builder has submitted, could have submitted, or might otherwise thereafter submit, on its own behalf, or on behalf of any subcontractor or supplier, for work performed up to and including the Drop Dead Date.

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Exhibit "I"

Schedule of Values

§ A.3.1.2 The Specifications: TBD

...

§ A.3.1.3 The Drawings: TBD

...

TBD

...

TBD

...

§ A.3.1.4.1 As of the execution date of this A141 and Exhibit "A," only conceptual plans submitted by Design-Builder with its proposal to the Owner dated January 15, 2019 currently exist. As provided for in the A141, Owner agrees to pay Design-Builder the lump sum amount of \$381,000 for final Project Construction Working Drawings that are acceptable to, and approved by Owner, including related and indigenous pre-construction services. Design-Builder expressly understands and agrees that in the event Owner either a) does not find those final Project Construction Working drawings acceptable, for any reason whatsoever, at Owner's exclusive discretion, or b) Owner, for any reason whatsoever, at its exclusive discretion, decides not to proceed to the Construction Phase with Design-Builder, Owner may terminate the construction phase of the Agreement, without recourse by Design-Builder, except as follows: Payment by Owner to Design-Builder for the lump sum design and engineer services satisfactorily performed through the date of termination by Owner, plus a break-up fee of \$50,000. In such event of termination, Design-Builder, except for the foregoing, expressly waives all claims and damages against Owner, direct, indirect, consequential or otherwise.

§ A.3.1.4.2 Additionally, unless and except to the extent that Owner-directed changes to the final Construction Working Drawings materially and substantially depart from the scope of the conceptual drawings provided by Design-Builder, Design-Builder shall not be entitled to an increase in the [stipulated sum for construction](#).

§ A.3.1.4.3 Design-Builder acknowledges and agrees that the exclusive and discretionary Owner's right of termination, and no adjustment stipulated sum for construction provisions, as set forth in A.3.1.4.1 and A.3.1.4.2 above respectively, are material inducements for Owner entering into this Agreement with Design-Builder.

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Permit Fee Allowance \$160,000.00

Furnishings, Fixtures and Equipment Allowance \$100,000.00

Allowance for Actual Cost of Builder's Risk Insurance furnished by Design-Builder, not to exceed

1.25% of the stipulated sum

Fire Alerting System Allowance \$100,000.00

.2 Contingencies

An Owner Controlled Contingency Reserve in the amount of two hundred thousand dollars (\$200,000.00) is included in the stipulated sum for construction, and is subject to the following terms and conditions: This Contingency Reserve is to be used exclusively by Owner for Changes or Change Directives authorized by Owner during the course of construction, and subject to the terms and conditions set forth in AIA A 141, Article 6. Upon final completion of the Project, any balance in the Contingency Reserve shall inure exclusively to the benefit of the Owner, and a unilateral deductive change order for such balance, if any, shall be issued by Owner.

...

§ A.3.1.6 Design-Builder's assumptions and clarifications: N/A

...

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification: N/A

...

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below: TBD

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TBD

...

TBD

...

TBD

...

As defined under Owner's Criteria

ARTICLE A.5 – COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included

Status (full-time/part-time)

Rate (\$0.00)

Rate (unit of time)

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- ~~1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;~~
- ~~2 Expenses of the Design-Builder's principal office and offices other than the site office;~~
- ~~3 Overhead and general expenses, except as may be expressly included in Section A.5.1;~~
- ~~4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;~~
- ~~5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;~~
- ~~6 Any cost not specifically and expressly described in Section A.5.1; and~~
- ~~7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.~~

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design-Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.



"OWNER"

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses: CITY OF POMPAÑO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL: _____ NOTARY PUBLIC, STATE OF FLORIDA
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"DESIGN BUILDER"

West Construction Inc.

Witnesses:

By: _____
Martha A. Morgan, President

(Print or Type Name)

(Print or Type Name)

OWNER *(Signature)*

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Martha A. Morgan as President of West Construction Inc., a Florida corporation on behalf of the corporation. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Alan C. (Peter) Brandt, Jr., 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 11:34:44 ET on 05/08/2019 under Order No. 6894257823 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)