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Fresno, CA 93721
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www.ruraltransit.org

**FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)
MEETING AGENDA**

DATE: Thursday, November 17, 2022
TIME: 5:30pm, **AFTER** the *Fresno Council of Governments (FCOG) Meeting*
PLACE: FCOG / FCRTA Offices and Zoom Webinar
Sequoia Conference Room
2035 Tulare Street, Suite 201
Fresno, CA 93721
*(Corner of Tulare and Van Ness Ave. - above Club One
Park in Underground Garage - Entrance off Tulare & Van Ness Ave.
Exit Elevator on Tulare St., Turn Left, Enter Lobby Door,
Up Elevator to Second Floor, Left to Sequoia Conference Room)*

Americans with Disabilities Act (ADA) Accommodation

The Fresno COG / FCRTA offices and restrooms are ADA accessible. Individuals with disabilities may call (559-233-4148) / FCRTA (559-233-6789) at least 3 days in advance, to request auxiliary aids and/or translation services necessary to participate in the public meeting / public hearing. If Fresno COG / FCRTA are unable to accommodate an auxiliary aid or translation request for a public hearing after receiving proper notice, the hearing will be continued on a specified date when accommodations are available.

AB 23 Requirement: In accordance with the Brown Act and AB23 the amount of stipend paid to members of the Board of Directors for attending this meeting of the Fresno County Rural Transit Agency, is \$50.00.

THE FRESNO COUNCIL OF GOVERNMENTS AND FRESNO COUNTY RURAL TRANSIT AGENCY BOARD MEETINGS WILL TAKE PLACE IN PERSON AT THE FRESNO COG SEQUOIA ROOM AND VIA ZOOM.

TO JOIN THE ZOOM WEBINAR:

https://us06web.zoom.us/join/register/WN_hrC9f3X0Tqyyaax6SoinZw

JOIN BY PHONE: (669) 900-6833

MEETING ID: 839 1692 8947

If you wish to join by phone, please enter the meeting ID followed by the # sign. No Passcode is needed.

If you wish to address the Board during the public comment portion of the agenda, click on the "Reactions" Button at the bottom center of your computer screen. Select the Hand icon, click the icon to "Raise Hand". Your digital hand will now be raised and Fresno COG staff will prompt you to unmute.

When on the phone, if you wish to address the policy board during the public comment portion of the agenda, Press *9 to "Raise Hand" and we will select you from the meeting cue and prompt you to unmute.

If joining by phone use *6 to unmute and mute yourself. When joining the meeting all participants are automatically muted. Do NOT use the mute function on your landline phone or cell phone.

Those addressing the BOARD must state their first and last name and ANY AFFILIATED agency for the record.

To facilitate electronic access, no person shall speak until recognized by the Chair.

A JOINT POWERS AGENCY TO PROVIDE A COORDINATED TRANSIT SYSTEM FOR RURAL FRESNO COUNTY

The Cities of: Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, Selma & Fresno County

1. ROLL CALL

Public Presentations - This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on this Agenda.

NOTE: The public may also comment on any Agenda item, as they are presented, prior to action by the FCRTA Board.

2. CONSENT ITEMS

A. Approve Minutes of October 27, 2022 Meeting [ATTACHMENT]

B. MOU Biola Community Services District [APPROVE]

Summary: FCRTA deployed a microtransit program on October 3rd on a demonstration basis in the community of Biola. The microtransit service utilizes Chevy Bolt electric vehicles and is operated by FCRTA's subcontractor MV Transportation. MV has hired a local driver in the community of Biola for the service. The League of Women Voters has generously donated \$12,000 to be used as a 50% subsidy for fares for passengers which is providing an excellent opportunity to make this pilot project successful by providing a discounted fare for these passengers. FCRTA will be installing a Level 2 charging unit and automated gate at the Biola Community Services District (BCSD) parking lot where the electric vehicle will be stored to provide charging and increased security. The MOU with the BCSD is available at the FCRTA website www.ruraltransit.org.

Action: Staff recommends Board approval of the MOU with the Biola Community Services District.

C. AB 361- Board Meeting Format [ACTION]

Summary: On Sept. 15, 2021, Governor Newsom signed Assembly Bill (AB) 361, amending the Ralph M. Brown Act to allow local agency councils, boards and committees to continue conducting public meetings remotely during a state of emergency after Oct. 1, 2021, so long as they make specific findings every 30 days, and ensure conditions related to public participation are satisfied. Under the Brown Act, the Policy Board, FCRTA Board, TTC and PAC and other Fresno COG committees are considered "legislative bodies," according to the Fresno County Counsel's office. Under the urgency legislation, a local agency may use the more "relaxed" Brown Act teleconferencing/videoconferencing requirements in any of the following circumstances:

- There is a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or
- There is a proclaimed state of emergency, and the local agency's meeting is to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- There is a proclaimed state of emergency, and the local agency has determined, by majority vote, that as a result of the emergency meeting in person would present an imminent risk to the health or safety of attendees.

AB 361 defines a "state of emergency" as a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act. Importantly, this includes the Governor's proclaimed state of emergency due to the COVID-19 pandemic. To continue to rely on the relaxed video/teleconferencing provisions, the local agency must reconsider the circumstances of the state of emergency and make the following findings by majority vote, **every 30 days**:

- The state of emergency continues to directly impact the ability of members to meet safely in person; or

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- State or local officials continue to impose or recommend measures to promote social distancing.

The recommended finding under this option would be that "The Board, meeting during a proclaimed state of emergency, has determined by majority vote, pursuant to AB 361 subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees."

While the Board has the option of using teleconferencing, as was available prior to COVID restrictions, the Brown Act requires: 1) a quorum of the legislative body to participate from within the boundaries of the agency's jurisdiction, 2) the public agency to post notice of each teleconference location, and 3) the public be allowed to address the legislative body from each teleconference location. These requirements place a significant burden on both Board members and staff.

Note that because of FCRTA's holiday schedule, the Board will need to hold short meetings at 5:30 p.m. following the Fresno COG meetings on **Dec. 15** and **Jan. 12, 2023** to issue AB 361 findings for the regular January 2023 meeting. Also, on Oct. 17, Gov. Newsom announced that he would be ending the COVID state of emergency on Feb. 28, 2023, which will necessitate at least a quorum of Board members present to conduct business beginning with the March 23, 2023 meeting.

Action: Staff recommends two actions:

- 1) That the Board issue the following findings: (a) The Board has reconsidered the circumstances of the state of emergency; and (b) As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- 2) Reaffirm Resolution 2022-01 from Jan. 6, authorize the Board and subordinate legislative bodies to conduct their meetings in accordance with remote participation by teleconference in the manner provided by Government Code section 54953, subd. (e) through Dec. 15, and direct staff to continue providing video/teleconferencing provisions for all FCRTA Board meetings through Dec. 15.

3. ACTION

A. **Amendment I to the Design Build Agreement with Zumwalt Construction [APPROVE]**

Summary: On February 24, 2022 the Board approved the award of the Selma Maintenance Facility Construction project to Zumwalt Construction Inc. following the Request for Qualification (RFQ) and Request for Proposal (RFP) process. FCRTA has completed work with the Zumwalt design-build team on the preconstruction phase including site evaluation and site designs. The construction phase will begin in November, commencement of work will begin in December, with an estimated completion date of October 2023. Zumwalt has received final estimates for Phase 1 and due to inflation and an increase in costs, the project total for Phase 1 is now \$14,853,340. This project is being funded by an FTA 5339 grant (\$5,145,281) and the remaining balance will be with State of Good Repair and local Measure C funding (\$9,708,059). The Amendment I is available at the FCRTA website www.ruraltransit.org. The letter to proceed is attached for your review (ATTACHMENT).

Action: Staff recommends Board approval of the Letter to Proceed with Construction and authorize General Manager to execute Amendment I to the Design Build Agreement with Zumwalt Construction in the amount not to exceed \$14,853,340.

4. OTHER BUSINESS

A. **Items from staff.**

B. **Items from members.**

5. ADJOURNMENT

A JOINT POWERS AGENCY TO PROVIDE A COORDINATED TRANSIT SYSTEM FOR RURAL FRESNO COUNTY

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FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

ITEM 2A

Executive Minutes

Thursday, October 27, 2022 at 5:30 P.M FCRTA Meeting
COG Sequoia Conference Room
2035 Tulare St., Suite 201, Fresno, CA

Members Attending:

Mayor Ron Ramsey, City of Coalinga
Mayor Julia Hernandez, City of San Joaquin
Mayor Gary Yep, City of Kerman
Councilmember, Michelle Roman, City of Kingsburg
Councilmember Daniel Parra, City of Fowler
Mayor Alma Beltran, City of Parlier
Mayor Mary Fast, City of Reedley
Mayor Scott Robertson, City of Selma
Mayor Rey Leon, City of Huron
Mayor Rolando Castro, City of Mendota
Mayor Victor Lopez, City of Orange Cove
Mayor Eli Ontiveros, City of Sanger
Mayor Brady Jenkins, City of Firebaugh

Moses Stites, General Manager
Janelle Del Campo, Operations Manager
Bryan Rome, County Counsel
Denise Flores, FCOG

Absent:

Supervisor Sal Quintero, Fresno County

1. **ROLL CALL** — Meeting called to order 6:47 p.m.

Public Presentations - This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on this Agenda.

NOTE: The public may also comment on any Agenda item, as they are presented, prior to action by the FCRTA Board.

2. **CONSENT ITEMS**

- A. **Minutes of September 29, 2022 Meeting [ATTACHMENT]**
- B. **Construction Management Services Agreement [APPROVE]**
- C. **AB 361-Board Meeting Format [ACTION]**

A motion was made by Mayor Lopez (Orange Cove) and second by Mayor Fast (Reedley). A vote was called, and motion carried.

3. **ACTION ITEMS**

- A. **Return of Untimely Claim [APPROVE]**

Moses informed the Board that FCRTA received a claim from Allstate Insurance on behalf of Maria D Rosario - Resendiz. The claim relates to an incident that allegedly occurred on 12/30/21 in Parlier and FCRTA is returning

the claim because it was not presented within the time allowed by law.

A motion was made by Mayor Ramsey (Coalinga) and second by Mayor Lopez (Orange Cove). A vote was called, and motion carried.

4. OTHER ITEMS

A. Items from Staff

Moses informed the Board that FCRTA deployed a new microtransit program in the community of Biola on October 3rd. The program will be operated by FCRTA's subcontractor MV Transportation utilizing Chevy Bolt electric vehicles and hiring local drivers from the community. If the program is successful, it may be expanded to the incorporated cities. Moses updated the Board on the current microgrid study and FCRTA is looking for properties to install microgrid locations with solar carports and EV chargers.

B. Items from Members

None Reported.

4. ADJOURNMENT @ 6:59P.M.

Respectfully submitted,



Moses Stites
General Manager



Fresno County Rural Transit Agency

2035 Tulare Street, Suite 201, Fresno, CA 93721
tel 559-233-6789 Fax 559-233-9645
www.ruraltransit.org

Notice to Proceed (Construction)

November 18, 2022

Project Name: Maintenance Facility

Project Address: 1821 Pacific Ave., Selma, California

Owner: Fresno County Rural Transit Authority
2035 Tulare Street, Suite 201
Fresno, CA 93721

Design-Builder: Zumwalt Construction, Inc.
5520 E. Lamona Ave.
Fresno, CA 93727

Dear Zumwalt Construction, Inc.,

Pursuant to the Agreement between Owner and Design-Builder dated March 25, 2022 and Amendment I dated November 17, 2022, you are hereby notified to commence with construction work on the above referenced project on Friday, November 18, 2022. Per ARTICLE A.1. of the Amendment I, the guaranteed maximum price is not to exceed \$14,853,340. Per ARTICLE A.2. of the Amendment I, work is to be completed three hundred five (305) calendar days from the date of commencement of the work.

Sincerely,

Moses Stites
General Manager

AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Seven day of November in the year Twenty Twenty-Two, 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 Seventeenth day of November in the year Two Thousand Twenty-Two (the “Agreement”)

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Maintenance Facility Project
Selma, CA

THE OWNER:

(Name, legal status, and address)

, Fresno County Rural Transit Agency (FCRTA)
2035 Tulare Street, Suite 201
Fresno, CA 93721

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

, Zumwalt Construction, Inc.
5520 E. Lamona Ave.
Fresno, CA 93727

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Fourteen Million Eight Hundred and Fifty-Three Thousand Three Hundred Forty Dollars

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.

Init.

and Zero Cents (\$ 14,853,340.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ 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 Exhibit 1 GMP

Base Bid: \$11,377,417.00

Additive Alternates: \$3,475,923.00

§ 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
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§ 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)
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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.)

as identified in Notice to Proceed

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.

Init.

§ 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.)

☒ [X] Not later than Three Hundred Five (305) calendar days from the date of commencement of the Work.

☐ [] By the following date:

§ 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
-----------------	-----------------------------

§ 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.)

Title of Specifications exhibit: Exhibit 2 List of Drawings & Specifications

Section	Title	Date	Pages
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X

§ A.3.1.3 The following Drawings:

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

Title of Drawings exhibit: Exhibit 2 List of Drawings & Specifications

Number	Title	Date
--------	-------	------

X

§ 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
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Other identifying information:

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User Notes: (3B9ADA46)

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

Item	Price
See Exhibit 1 GMP	

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

See Exhibit 4 Bid Qualifications

§ 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.)

Addendum #1-2

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.)

Project Architect: TETER, LLP; Civil Engineer: Galloway & Company; Landscape Architect: DesignLab252;
Structural Engineer: Collins Engineering; Mechanical Engineer: Net Positive Consulting; Plumbing Engineer:
Fresno Plumbing & Heating, Inc.; Electrical Engineer: Westech Systems

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

OWNER (Signature)

Moses Stites, General Manager
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Robert McKnight, President
(Printed name and title)

Init.

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 10:11:45 PT on 11/10/2022.

PAGE 1

This Amendment dated the Seven day of November in the year Twenty Twenty-Two, 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 Seventeenth day of November in the year Two Thousand Twenty-Two (the “Agreement”)

...

Maintenance Facility Project
Selma, CA

...

Fresno County Rural Transit Agency (FCRTA)
2035 Tulare Street, Suite 201
Fresno, CA 93721

...

Zumwalt Construction, Inc.
5520 E. Lamona Ave.
Fresno, CA 93727

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Fourteen Million Eight Hundred and Fifty-Three Thousand Three Hundred Forty Dollars and Zero Cents (\$ 14,853,340.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See Exhibit 1 GMP
Base Bid: \$11,377,417.00
Additive Alternates: \$3,475,923.00

...

[X] Established as follows:

...

as identified in Notice to Proceed

PAGE 3

[X] Not later than Three Hundred Five (305) calendar days from the date of commencement of the Work.

...

Title of Specifications exhibit: Exhibit 2 List of Drawings & Specifications

...

X

...

Title of Drawings exhibit: Exhibit 2 List of Drawings & Specifications

...

X

PAGE 4

See Exhibit 1 GMP

...

See Exhibit 4 Bid Qualifications

...

Addendum #1-2

...

Project Architect: TETER, LLP; Civil Engineer: Galloway & Company; Landscape Architect: DesignLab252; Structural Engineer: Collins Engineering; Mechanical Engineer: Net Positive Consulting; Plumbing Engineer: Fresno Plumbing & Heating, Inc.; Electrical Engineer: Westech Systems

...

Moses Stites, General Manager

Robert McKnight, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

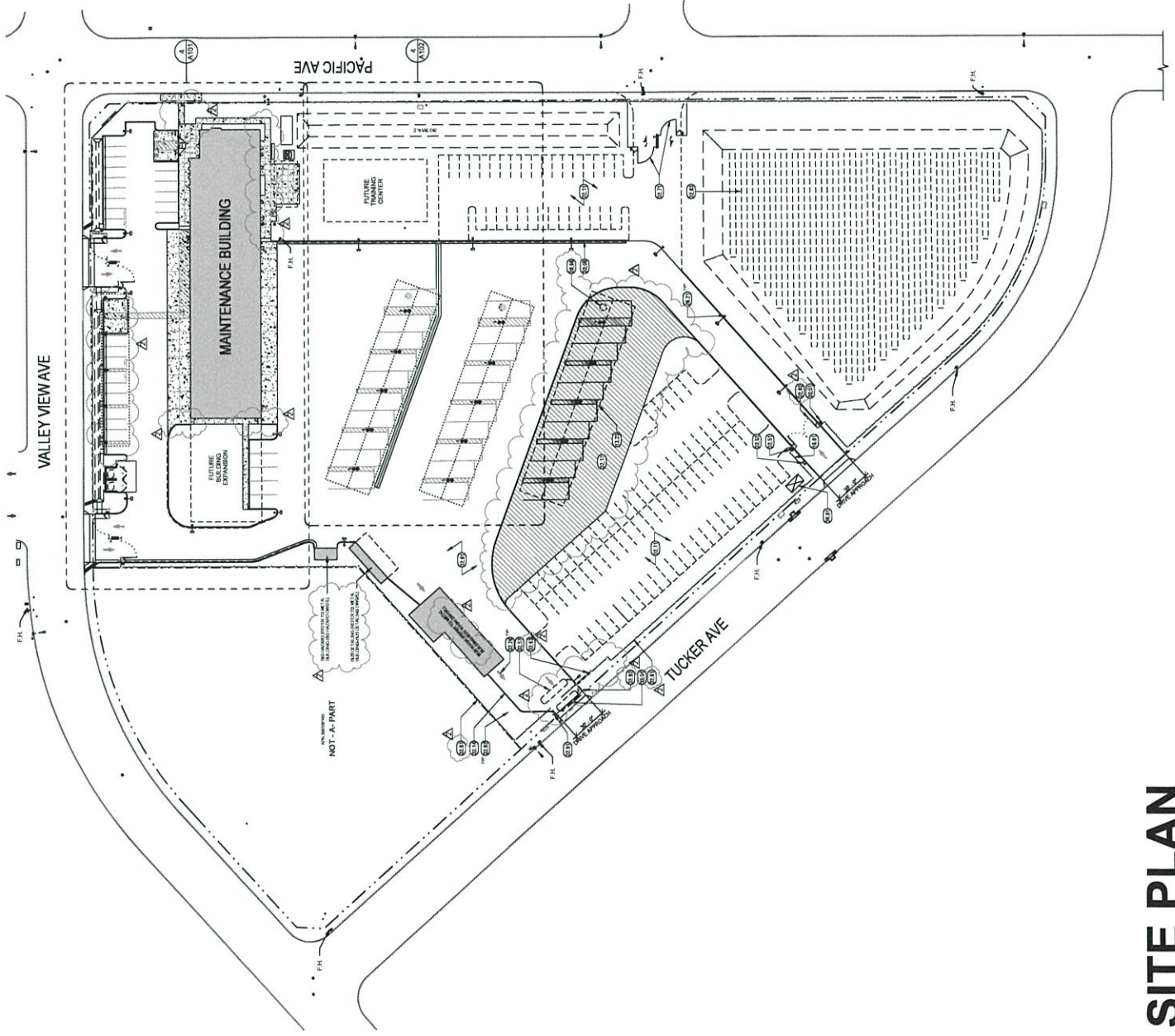
I, Tyson Peters, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:11:45 PT on 11/10/2022 under Order No. 2114333979 from AIA Contract Documents 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, 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)





OVERALL SITE PLAN