

## **MODIFICATION OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR**

THIS MODIFICATION OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR (the "Modification") dated \_\_\_\_\_, 20\_\_\_\_, by and between the MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, Georgia, a Georgia public body corporate and politic (the "City") and HUNT CONSTRUCTION GROUP, INC., an Indiana public corporation (the "Construction Manager").

### **Statement of Facts**

- A. The City and the Construction Manager are parties to that certain agreement dated May 2, 2019 ("Agreement"), whereby the City has contracted with the Construction Manager for certain services to construct the Savannah Arena.
- B. The City and the Construction Manager desire to modify the Agreement in certain respects in accordance with the terms and condition set forth herein.

NOW, THEREFORE, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Construction Manager further agree as follows:

### **Statement of Terms**

- 1. The Agreement is hereby amended as follows:

The City and the Construction Manager will work to develop "early release" packages of work to be performed prior to the establishment of the Guaranteed Maximum Price. These early release packages will allow construction activities to begin prior to final development of construction drawings and will expedite certain phases of the construction project. It is anticipated that the following activities will occur prior to the establishment of the Guaranteed Maximum Price:

- a. Groundbreaking prep
  - b. Site work (clearing, prep, grading, etc.)
  - c. Underground utilities
  - d. Foundations
  - e. Elevators
  - f. Steel procurement (detailing, shop drawings, etc.)
  - g. Steel material and labor
- 2. The Construction Manager will invoice the City for the cost of these early release packages in accordance with the terms of the Agreement and the City shall pay the invoice within terms of the Agreement.
  - 3. Any and all payments made by the City to the Construction Manager for the early packages shall be a component of the Guaranteed Maximum Price when it is established.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning thereof

**Construction Manager:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

**City of Savannah, Georgia:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

ATTEST:

By: \_\_\_\_\_  
Clerk of Council