DRAFT AIA° Document A133™ - 2009

Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

«MMH NICU and Pharmacy»

THE OWNER:

(Name, legal status and address)

« »« » « »

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

« »« » « »

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 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 this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » (\$ « »), 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, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

« »

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: (State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

« »

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any: (*Identify allowance and state exclusions, if any, from the allowance price.*)

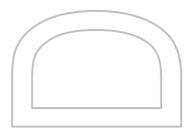
author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

ADDITIONS AND DELETIONS: The

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

AIA Document A201™-2007, 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.





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	Item « »	Price	e (\$0.00)				
§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:							
« »							
§ A.1.1.6 Contract	The Guaranteed Maximum	Price is based upon th	e following Suppleme	ntary and	other Condition	ns of the	
	Document	Title	Date		Pages		
	« »						
	The Guaranteed Maximum list the Specifications here,					_	
	Section « »	Title	Date		Pages		
§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings: (Either list the Drawings here, or refer to an exhibit attached to this Agreement.) « »							
	Number	Title		Date			
	« »						
	The Guaranteed Maximum other documents or inform						
« »							
ARTICLE § A.2.1 T	E A.2 The anticipated date of Subs	tantial Completion esta	ablished by this Amend	dment:			
« »							
financia adjusted impossil Owner r Substant substant damages () Manage liquidate damages manner.	The Owner and the Construct I loss if the Work is not substanded for herein. In state the control of the work is not eceive liquidated damages that I completion of the Work is, but not as a penalty of zero for each calendar day of dear hereby expressly waives a red damages as a penalty, while at the time of contracting if The foregoing liquidated datial Completion of the Work is a completion	tantially completed with uch event, the total amound quantify. It is hereby from the Construction It is within the required Conin the required time per odollars (\$0) for the first elay thereafter until Suland relinquishes any right chithe parties agree reput the Construction Manages shall be the Own	hin the Contract Time, bunt of the Owner's dan y agreed by the parties Manager, if the Constrontract Time. Should to riod, the Owner shall be to 21 calendar days of de bstantial Completion is not which it may have to resents a fair and reason ger fails to substantially	as said Connages, will that it is aputction Ma he Construction to entitled to elay and for sachieved a seek to chable estimate y complete.	be difficult, if be difficult, if propriate and mager fails to a action Manage assess, as liqui ur thousand do. The Constructuracterize the acte of the Owner the Work in a	y be not fair that the schieve r fail to dated ollars tion above noted er's actual timely	

« »

OWNER (Signature)	CONSTRUCTION MANAGE	CONSTRUCTION MANAGER (Signature)			
« »« »	« »« »				
(Printed name and title)	(Printed name and title)				