

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.)

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.

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

| Item | Price (\$0.00) |
|-------|----------------|
| << >> | |

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

<< >>

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
| << >> | | | |

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

<< >>

| 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 |
|--------|-------|------|
| << >> | | |

§ A.1.1.9 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 Agreement.)

<< >>

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

<< >>

§ A.2.2 The Owner and the Construction Manager agree that time is of the essence and that the Owner will suffer financial loss if the Work is not substantially completed within the Contract Time, as said Contract Time may be adjusted as provided for herein. In such event, the total amount of the Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed by the parties that it is appropriate and fair that the Owner receive liquidated damages from the Construction Manager, if the Construction Manager fails to achieve Substantial Completion of the Work within the required Contract Time. Should the Construction Manager fail to substantially complete the Work within the required time period, the Owner shall be entitled to assess, as liquidated damages, but not as a penalty of zero dollars (\$0) for the first 21 calendar days of delay and four thousand dollars () for each calendar day of delay thereafter until Substantial Completion is achieved. The Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if the Construction Manager fails to substantially complete the Work in a timely manner. The foregoing liquidated damages shall be the Owner's sole and exclusive remedy hereunder for any delay in Substantial Completion of the Work.

< >

OWNER (Signature)

< >< >

(Printed name and title)

< >

CONSTRUCTION MANAGER (Signature)

< >< >

(Printed name and title)

