

Exhibit A

Guaranteed Maximum Price Amendment

Editing Template

CAUTION: Take care not to remove or otherwise edit Project Data fill-point areas (Basic Information, Contract Details and Project Team) when making edits to this document.

for the following PROJECT:
(Name and address or location)

<< >>
<< >>

THE OWNER:
(Name, legal status and address)

<< >>< >>
<< >>

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

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ARTICLE A.1

§ A.1.1 Construction Manager's Fee

§ A.1.1.1 Pursuant to Section 5.1.1 of the Agreement, the Owner and the Construction Manager hereby agree that the Construction Manager's Fee shall be << >> percent (<< >>%)

§ A.1.1.2 In the event of Changes in the Work that justify a change in the Cost of the Work or in the Guaranteed Maximum Price, as defined by Article 7 of the General Conditions, the Construction Manager's Fee shall be adjusted as follows:

- 1. The Construction Manager's Fee shall not be increased until and unless the aggregate of all changes to the Cost of the Work, net of any deductive Changes in the Work, exceed be << >> percent (<< >>%) of the original Cost of the Work.
2. After the aggregate of all changes in the Cost of the Work exceeds the amount identified in the previous subparagraph, the Construction Manager's Fee shall be adjusted by an amount equal to the original fee



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.



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percentage identified in Section A.1.1.1 of this Article times the amount by which the aggregate increase in the Cost of the Work exceeds the amount identified in the previous section.

*(State a lump sum, percentage of actual Cost of the Work or other provision for determining the Construction Manager's Fee, and explain how the Construction Manager's Fee is to be adjusted for changes in the Work.)*

## ARTICLE A.2

### § A.2.1 Construction Contingency

Pursuant to Section 6.1.8 of the Agreement, the Construction Manager and the Owner hereby agree that the construction contingency for this Subproject shall be fixed at the stipulated sum of of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

## ARTICLE A.3

### § A.3.1 Contract Compliance Stipulated Sum

Pursuant to Section 6.2 of the Agreement, the Construction Manager and the Owner hereby agree that the Contract Compliance Costs shall be fixed at the stipulated sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

## ARTICLE A.4

### § A.4.1 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 for the Work, including the estimated Cost of the Work as defined in Sections 6.1.1 through 6.1.7 of the Agreement, Contract Compliance Costs as defined in Section 6.2 of the Agreement, the Construction Manager's Fee as set forth in Article A.1 above, and the Construction Contingency as defined in Section 6.1.8 is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). This Guaranteed Maximum Price is for the performance of the Work on this Project in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A-1 through A-4 as follows:

- Exhibit A-1: GMP Proposal dated \_\_\_\_\_ as attached hereto, and all contract documents identified therein.
- Exhibit A-2: Notice on Reimbursement for Sales and Use Taxes, ST-1 – ST-4.
- Exhibit A-3: Small Disadvantaged Business Enterprise Plan (SDBE) Plan.
- Exhibit A-4: Economic and Employment Development Plan (“Workforce Development Plan”)

## ARTICLE A.5

### § A.5.1 Contract Time

The anticipated date of Substantial Completion established by this Amendment:

« » /or « » days from issuance of Notice to Proceed.

## ARTICLE A.6

### § A.6.1 Liquidated Damages

Construction Manager acknowledges and agrees that time is of the essence to this Agreement and that if completion and delivery of the Project to Owner is delayed, Owner will suffer damages which are difficult, if not impossible, to accurately quantify. Accordingly, if Construction Manager fails to achieve Substantial Completion or Final Completion, or both, as required by this Agreement, Construction Manager shall be liable to Owner for liquidated damages as the sole and exclusive remedies for unexcused delay as provided herein.

### § A.6.2 For Delay in Substantial Completion

Construction Manager shall pay Owner the amount of « » Dollars («\$ ») per day for every calendar day of unexcused delay in achieving Substantial Completion beyond the Substantial Completion Date. Any sums due and payable hereunder by Construction Manager shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. When Owner reasonably believes that Substantial Completion will be unexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Construction Manager an amount

then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Construction Manager overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Construction Manager those funds withheld, but no longer applicable, as liquidated damages.

**§ A.6.2 For Delay in Final Completion**

If Construction Manager fails to achieve Final Completion within sixty (60) days after Substantial Completion, Construction Manager shall pay Owner the amount of «  » Dollars ( «\$  » ) per day for each and every calendar day of unexcused delay in achieving Final Completion. Any sums due and payable hereunder by Construction Manager shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. When Owner reasonably believes that Final Completion will be unexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Construction Manager an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Construction Manager overcomes the delay in achieving Final Completion, for which Owner has withheld payment, Owner shall promptly release to Construction Manager those funds withheld, but no longer applicable, as liquidated damages.

**ARTICLE A.7**

**§ A.7.1 Owner's Representative**

Pursuant to Section 2.1 of the General Conditions, the City Manager hereby designates the Director of General Services and Doreen Sanfelici (Project Manager) to act on the Owner's behalf under or in connection with the Contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

**OWNER**

CITY OF DURHAM

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Preaudit Certification:

**CONSTRUCTION MANAGER**

[INSERT SIGNATURE FORM]

[INSERT NOTARY ACKNOWLEDGMENT]

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**OWNER**  
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