

**ADDENDUM TO  
AIA DOCUMENT A133™ - 2009 STANDARD FORM OF AGREEMENT BETWEEN OWNER  
AND CONSTRUCTION MANAGER AS CONSTRUCTOR**

**THIS ADDENDUM TO AIA DOCUMENT A133™ - 2009, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR (the "Addendum")** is entered into by and between

**Owner:** \_\_\_\_\_  
*(Insert Name of Owner)*

and

**Construction Manager:** \_\_\_\_\_  
*(Insert Name of Construction Manager)*

for a project located at \_\_\_\_\_ (the "Project").  
*(Insert street and city of Project)*

**Owner and Construction Manager** hereby enter into this Addendum and acknowledge and agree as follows:

1. Owner and Construction Manager acknowledge and agree that:
  - a. Maine State Housing Authority ("MaineHousing") proposes to provide funds from the U.S. Department of Housing and Urban Development ("HUD") to the Owner for the Project.
  - b. As a condition of providing HUD funds to the Owner for the Project, MaineHousing must complete a satisfactory environmental review of the Project under HUD's environmental review rules at 24 C.F.R. Part 58. The Project's environmental review may require compliance with certain conditions that may be applicable to the Project, including but not limited to construction conditions dealing with the protection of historic and archaeological resources, remediation of environmental contamination on the Project site, addressing impacts to any wetlands or a 100-year floodplain, and protecting the Project's occupants from explosive and flammable hazards.
  - c. In addition to completing a satisfactory environmental review, MaineHousing must apply to HUD for the release of the HUD funds for the Project and obtain HUD approval of the release of the HUD funds ("Environmental Clearance").
  - d. Until Environmental Clearance of the Project, HUD's rules prohibit the Owner and the Construction Manager from taking certain actions, referred to as "choice-limiting actions", in connection with the Project, including but not limited to construction-related activities.
  - e. HUD's environmental review rules prohibit MaineHousing from providing any HUD funds for the Project if the Owner, the Construction Manager, or any other participant in the development process for the Project takes a choice-limiting action prior to Environmental Clearance.
  - f. Owner and Construction Manager are simultaneously entering into AIA Document A133™ - 2009 Standard Form of Agreement between Owner and Construction Manager as Constructor (referred to in this Addendum as the "CM Contract").

g. To ensure that no choice-limiting actions are taken in connection with the CM Contract, Owner and Construction Manager are entering into this Addendum to the CM Contract, which is effective as of the date of the CM Contract.

2. Notwithstanding any contrary or inconsistent provision of the CM Contract or of any other document incorporated by reference into the CM Contract, this Addendum is and at all times shall be and remain an integral part of the CM Contract as if each and every one of the terms and provisions of this Addendum were expressly stated and contained within the CM Contract. In the case of any inconsistency between the CM Contract and this Addendum, this Addendum shall take precedence and shall govern. Owner and Construction Manager shall be bound by and comply with the terms of this Addendum.

3. Notwithstanding any contrary or inconsistent provision of the CM Contract or of any other document incorporated by reference into the CM Contract, prior to written notification by MaineHousing to the Owner of the Project's Environmental Clearance, the Owner and Construction Manager agree not to take, and shall not actually take, any of the following actions:

- a. Commence the Construction Phase or undertake the Work or any other Construction Phase responsibilities.
- b. Order or otherwise take steps to procure any construction equipment or materials.
- c. Incur or pay any costs or enter into any other agreements (including but not limited to any subcontracts) relating to the Work or any other Construction Phase responsibilities.
- d. Enter into or execute the Guaranteed Maximum Price ("GMP") Amendment (AIA Document A133™ – 2009 Exhibit A) to the CM Contract.
- e. Issue a Notice to Proceed for the Project.

4. In the event that the environmental review of the Project requires compliance with any conditions, including but not limited to one or more of the conditions listed in Section 1.b above, Owner and Construction Manager shall ensure that the Work includes compliance with such conditions, including any measures required by MaineHousing.

5. Capitalized terms not defined in this Addendum are defined in the manner provided in the CM Agreement.

**This Addendum is entered into and is effective as of the date of the CM Contract.**

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*