



AIA[®]

Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Memorial Park Phase I for Hidalgo County Precinct No. 4, located at 107 Highway and Sunflower Road, Edinburg, Texas

THE OWNER:

(Name, legal status and address)

County of Hidalgo
100 East Cano, 2nd Floor
Edinburg, Texas 78539
(956)318-2600

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Holchemont, Ltd., A Texas limited partnership
Michael Che Montalvo
900 N. Main St.
McAllen, Texas 78501
(956) 686-2901

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.

This amendment dated the 6th day of November, 2018, is between the Owner and the Construction Manager, and amends that certain agreement (C-18-023-07-23) made as of the 3rd day of July, 2018, between the Owner and Construction Manager with respect to the Project (the "Agreement"). Any term defined in the Agreement and used herein shall have the meaning given such term in the Agreement unless otherwise defined herein.

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 One Million Ninety-Nine Thousand Five Hundred Four Dollars and 61/100 (\$ 1,099,504.61), 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.

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(Provide below or reference an attachment.)

The itemized statement of the GMP is attached hereto as Exhibit A-2.

§ 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.)

N/A

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

Item	Price (\$0.00)
<u>Fountain Feature</u>	<u>Thirty-five Thousand Dollars and 00/100 (\$35,000.00)</u>
<u>Owner Contingency</u>	<u>Fourteen Thousand Dollars and 00/100 (\$14,000.00)</u>

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

- .1 Construction is limited to the two (2) main paver areas.
- .2 No bronze statues are included for the water feature.
- .3 Landscaping will only be done near and around paver areas.)

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

Document	Title	Date	Pages
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§ 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.)

Project Manual Construction Documents: Hidalgo County Precinct 4 Memorial Park Phase I 107 Highway and Sunflower Road Edinburg, TX. 78539 No. C-17-184-06-27 Volume I – September 27, 2018, which is attached hereto as Exhibit A-3.

Section	Title	Date	Pages
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§ 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.)

Construction Documents: Project No. 1341701 – Hidalgo County Precinct 4 Memorial Park Phase I – September 27, 2018, which is attached hereto as Exhibit A-4.

Number	Title	Date
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§ 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.)

N/A

ARTICLE A.2

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

One Hundred Thirty Five (135) Calendar Days from the commencement date set by the Owner in the notice to proceed.

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User Notes:

(1970354023)

§ A.2.2 Owner and Construction Manager recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article A.2, plus any extension thereof allowed in accordance with Article 8 of the A201-2007. Owner and Construction Manager also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof. Owner and Construction Manager agree that as liquidated damages for delay (but not as a penalty) Construction Manager shall pay Owner Two Hundred Fifty Dollars (\$250.00) per calendar day for each calendar day after the Substantial Completion date noted in this Article A.2 until the Work is substantially complete. Construction Manager should complete and close out the Project within thirty (30) days after Substantial Completion.

It is expressly understood that said sum per day is agreed upon as a fair estimate of the pecuniary damages that will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult, and in no sense shall be considered a penalty.

ARTICLE A.3

§ A.3.1 Unless the context otherwise requires, references to sections of the Agreement in this GMP Amendment are to the applicable section of the AIA Documents A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Contractor portion of the Agreement (the "A133"), to which this GMP Amendment is Exhibit A (replacing the form of GMP Amendment that was attached as Exhibit A at the time the Agreement was executed).

§ A.3.2 The bonds required pursuant to Section 11.4 of the A201 and Article 8 of the A133 are attached hereto as Exhibit A-1.

§ A.3.2 Except as modified herein, all terms and conditions of the Agreement, as amended by this GMP Amendment, remain in full force and effect, and Construction Manager and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this GMP Amendment.

HIDALGO COUNTY

HOLCHEMONT, LTD.,

**By HOLCHEMONT MANAGEMENT, LLC,
its General Partner**

By:

OWNER (Signature)

By:

CONSTRUCTION MANAGER (Signature)

Ramon Garcia, Hidalgo County Judge
(Printed name and title)

Michael Che Montalvo, Manager and Member
(Printed name and title)

APPROVED AS TO FORM FOR COUNTY:

ATLAS, HALL & RODRIGUEZ, LLP

ATTEST:

By:

Stephen L. Crain

Arturo Guajardo, Jr., County Clerk

EXHIBIT A-1

to

November 6, 2018

GMP Amendment

to

Agreement dated July 3, 2018 between

Hidalgo County and Holchemont, Ltd.

(Memorial Park Phase 1)

Payment and Performance Bonds

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EXHIBIT A-2

to

November 6, 2018

GMP Amendment

to

Agreement dated July 3, 2018 between

Hidalgo County and Holchemont, Ltd.

(Memorial Park Phase 1)

Itemized Statement of GMP

[See attached 4 pages]

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EXHIBIT A-3

to

November 6, 2018

GMP Amendment

to

Agreement dated July 3, 2018 between

Hidalgo County and Holchemont, Ltd.

(Memorial Park Phase 1)

September 27 2018 Project Manual Construction Documents

[See attached 257 pages]

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EXHIBIT A-4

to

November 6, 2018

GMP Amendment

to

Agreement dated July 3, 2018 between

Hidalgo County and Holchemont, Ltd.

(Memorial Park Phase 1)

September 27, 2018 Construction Documents

[See attached 20 pages]

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 09:35:25 ET on 11/06/2018 under Order No. 1048335636 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)