



AIA[®]

Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Las Milpas Park Youth Facility
1601 W. Anaya Road
Pharr, 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)

Erickson Construction, LLC, a Texas limited liability company
3520 Buddy Owens
McAllen, Texas 78504

This amendment dated the 5th day of March, 2019 ("GMP Amendment 1" or "Amendment"), is between the Owner and the Construction Manager, and amends that certain agreement (C-17-324-07-17) that states it was made as of the 20th day of March, 2018 and that was approved by Commissioners Court on July 17, 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.0

§ A.0.1 Background

After execution of the Agreement, the Owner and the Construction Manager learned that additional work on a waterline would be needed at the Project site in order to obtain a city permit required before recording the subdivision plat for the property on which the Project is located, As the Owner and Construction Manager need the plat to be recorded in order to proceed with the Project, this additional work would have been included in the Agreement had the Owner and Construction Manager been aware of it at the time the Agreement was executed. Owner and Construction Manager now intend to proceed with the Project in two phases. The first phase ("Phase 1") will cover the additional work on the waterline, including repairing any asphalt damaged in completing such work. The original work anticipated under the Agreement, to which Exhibit D of the Agreement applies, will be the second phase of the Project ("Phase 2"). The Owner is not obligated to proceed with Phase 2.

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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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§ A.0.2 Initial Information

The Initial Information for Phase 1 is included in:

- .1 the January 23, 2018 Las Milpas Park Youth Facility Subdivision Utility Layout, a copy of which is attached hereto as Exhibit A-2; and
- .2 the Construction Manager’s cost proposal, a copy of which is attached hereto as Exhibit A-3.

§ A.0.2 Phase 1

This GMP Amendment 1 is not the GMP Amendment contemplated pursuant to the Agreement, which amendment would cover what is now Phase 2 of the Project. The terms in Articles A.1 and A.2 below in this GMP Amendment 1 apply to Phase 1 of the Project. Exhibit D of the Agreement does not apply to Phase 1.

§ A.0.3 Phase 2

After Phase 1 is completed in accordance with this GMP Amendment 1, the parties may enter into the GMP Amendment originally contemplated under the Agreement. Phase 2 of the Project will not commence, however, until the permit referenced in Section A.0.1 above is issued by the City of Pharr and Phase 2 of the Project will only commence if such second GMP Amendment with the terms for Phase 2 is executed in accordance with the Agreement.

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 for Phase 1 is guaranteed by the Construction Manager not to exceed Seventy-Three Thousand Four Hundred Fifty-Nine and 42/100 Dollars (\$73,459.42), 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.)

See Exhibit A-3.

§ 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)
N/A	

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

- .1 The terms in this section A.1 apply only to Phase 1 of the Project.
- .2 Construction Manager is responsible to cut and repair any asphalt damaged during the upgrade of the waterline pursuant to this GMP Amendment 1.

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

Document	Title	Date	Pages
N/A			

§ 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.)

N/A

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.)

Exhibit A-2.

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:

Forty-five (45) calendar days after the notice to proceed has been issued by the Owner for Phase 1.

§ 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 Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Contractor portion of the Agreement (the "A133"). While the Agreement contemplates this Amendment replacing the form that is attached as Exhibit A to the Agreement, as this is not the originally contemplated GMP Amendment and the parties contemplate entering into a second amendment based on that form should the Owner decide to proceed with Phase 2, this Amendment shall instead be considered "Exhibit A (Phase 1)" to the Agreement.

§ 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. Construction Manager acknowledges that the bonds attached to this GMP Amendment 1 are for Phase 1

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and that additional bonds are required pursuant to Section 11.4 of the A201 and Article 8 of the A133 in the event Owner proceeds with Phase 2.

§ A.3.2 Except as modified herein, all terms and conditions of the Agreement, as amended by this GMP Amendment 1, 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 1.

HIDALGO COUNTY

By: _____

Richard Cortez, County Judge

**APPROVED AS TO FORM FOR COUNTY:
ATLAS, HALL & RODRIGUEZ, LLP**

(Row deleted)

By: _____

Stephen L. Crain

(Row deleted)

ERICKSON CONSTRUCTION, LLC

By: _____

Jeffrey Erickson, Manager

ATTEST:

Arturo Guajardo, Jr., County Clerk

EXHIBIT A-1

to

GMP Amendment 1

To

Agreement dated March 20, 2018 between
Hidalgo County and Erickson Construction, LLC
(Las Milpas Park Youth Facility)

Payment and Performance Bonds for Phase 1

(Original bonds to be attached to Hidalgo County's Original GMP Amendment and a copy of the bonds to be attached to the Construction Manager's Original)

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EXHIBIT A-2

to

GMP Amendment 1

To

Agreement dated March 20, 2018 between
Hidalgo County and Erickson Construction, LLC
(Las Milpas Park Youth Facility)

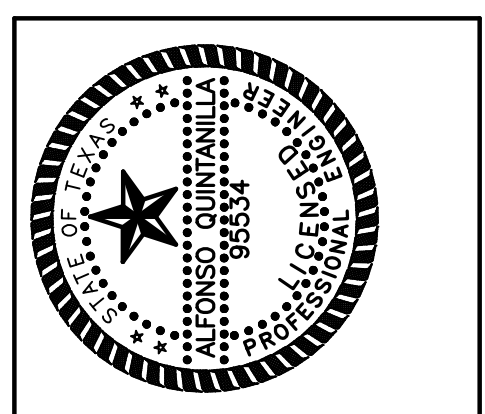
Additional Initial Information for Phase 1 of Project
(January 23, 2018 Las Milpas Park Youth Facility Subdivision Utility Layout)

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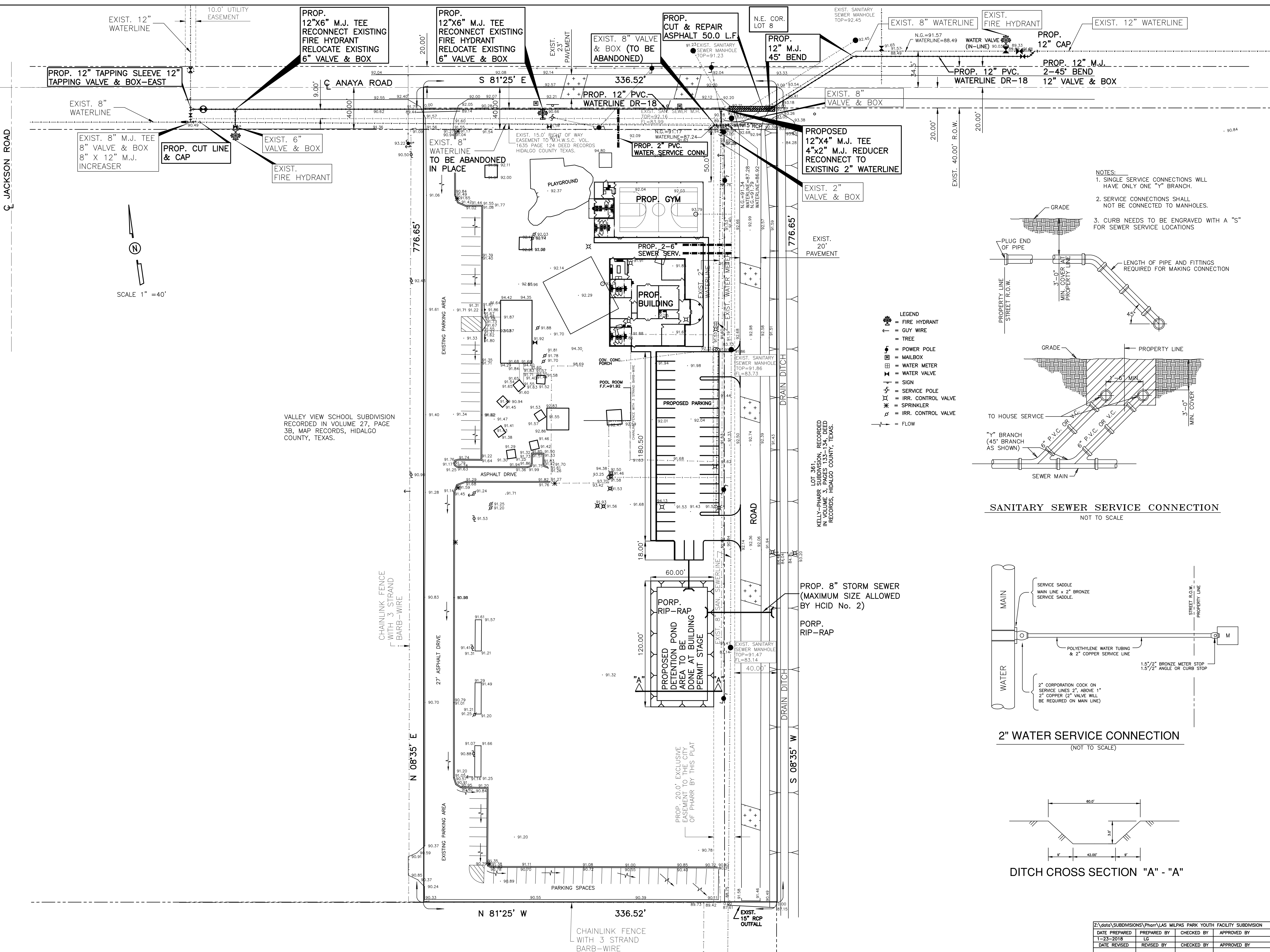
JOB NO.	1-23-2018
DATE	
REVISION	
SCALE	1"=40'
DRAWN BY	LG
SHEET	

LAS MILPAS PARK YOUTH FACILITY SUBDIVISION UTILITY LAYOUT

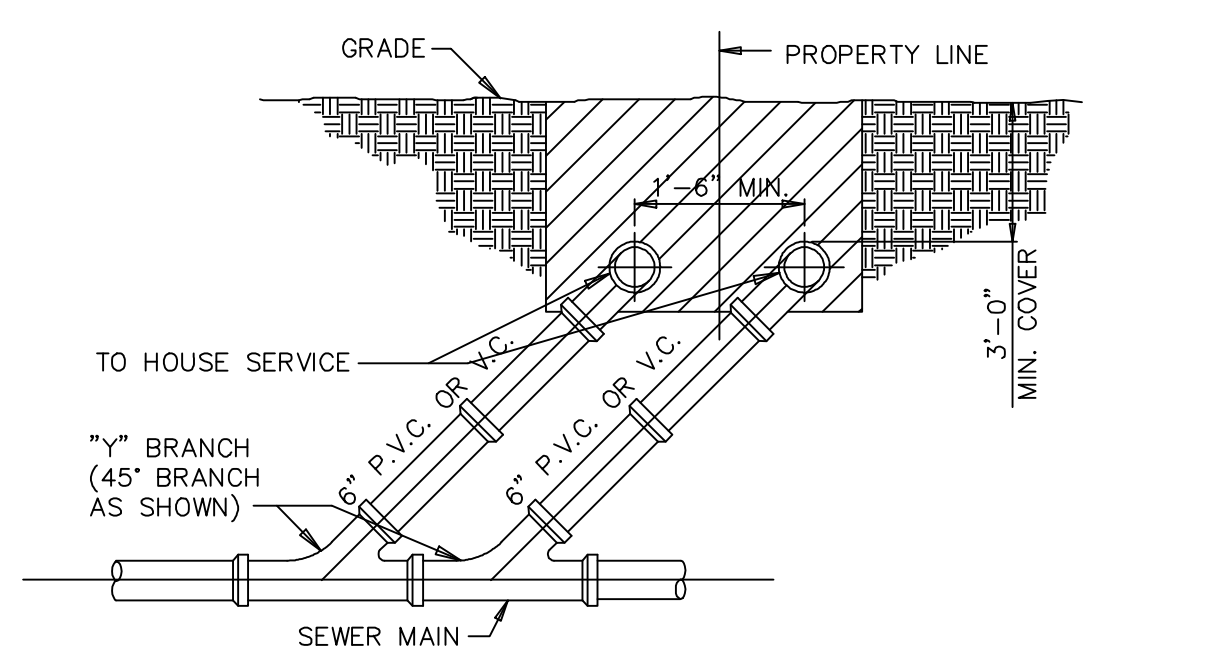
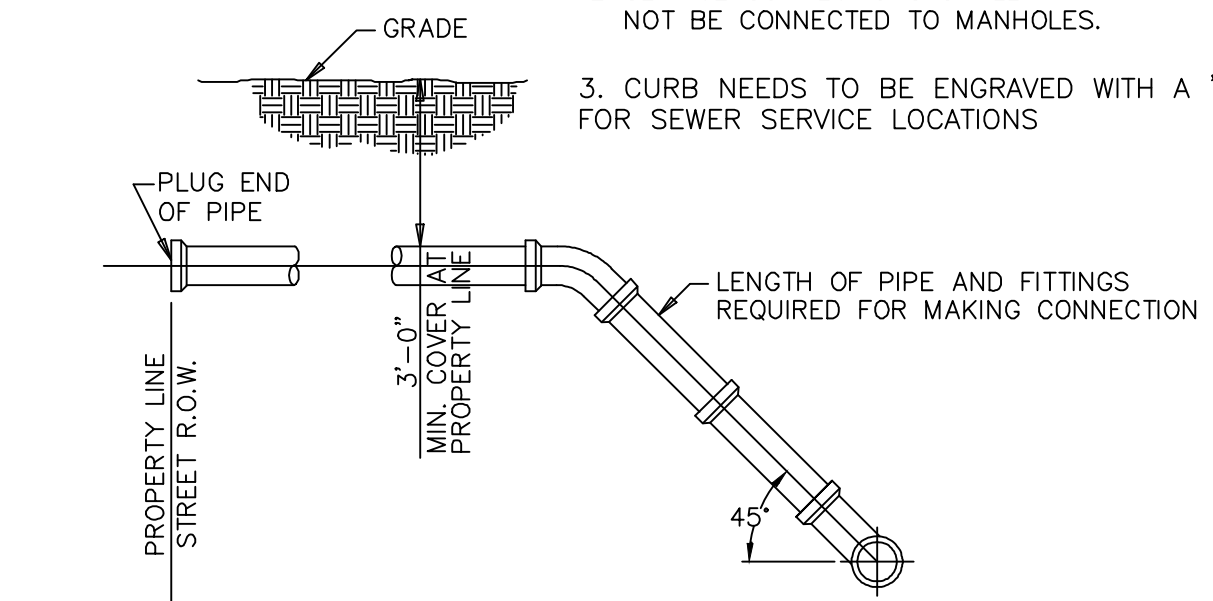


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
LAND SURVEYORS
 124 E. STUBBS ST.
 EDINBURG, TEXAS 78539
 PHONE 956-381-6480
 FAX 956-381-0527
 OFFICE@QHAENGINEERING.COM

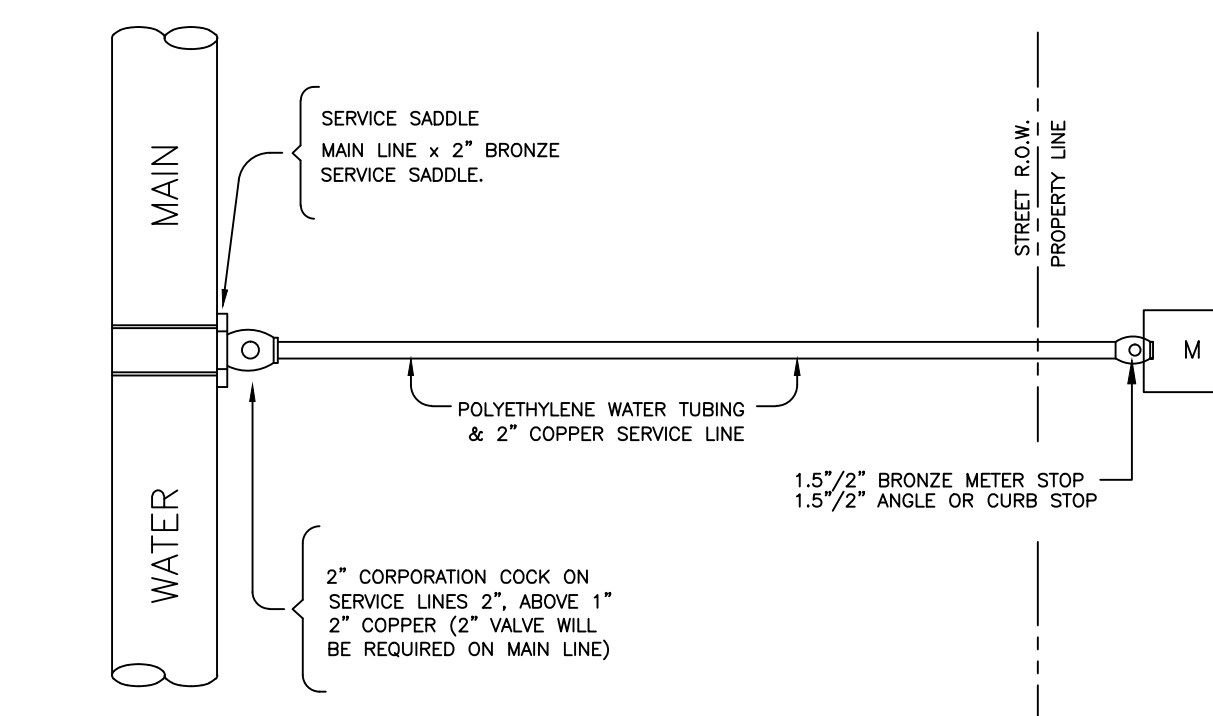
CONSULTING ENGINEERS
 124 E. STUBBS ST.
 EDINBURG, TEXAS 78539
 ENGINEERING REGISTRATION NUMBER F-1513
 SURVEYING REGISTRATION NUMBER 100411-00



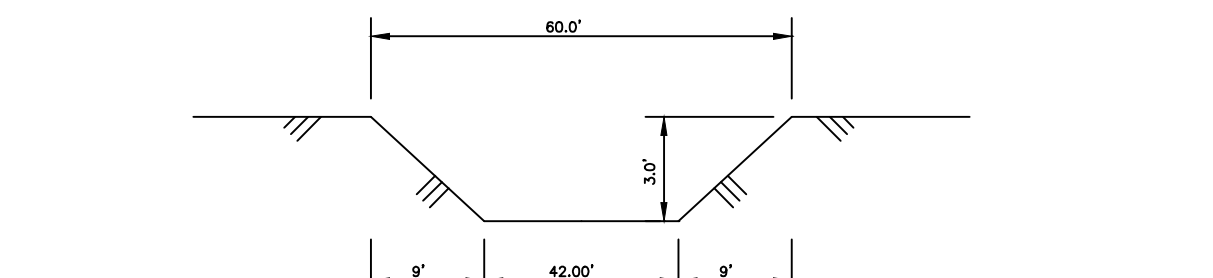
- NOTES:**
- SINGLE SERVICE CONNECTIONS WILL HAVE ONLY ONE "Y" BRANCH.
 - SERVICE CONNECTIONS SHALL NOT BE CONNECTED TO MANHOLES.
 - CURB NEEDS TO BE ENGRAVED WITH A "S" FOR SEWER SERVICE LOCATIONS



SANITARY SEWER SERVICE CONNECTION
NOT TO SCALE



2" WATER SERVICE CONNECTION
(NOT TO SCALE)



DITCH CROSS SECTION "A" - "A"

- LEGEND**
- FIRE HYDRANT
 - GUY WIRE
 - TREE
 - POWER POLE
 - MAILBOX
 - WATER METER
 - WATER VALVE
 - SIGN
 - SERVICE POLE
 - IRR. CONTROL VALVE
 - SPRINKLER
 - IRR. CONTROL VALVE
 - FLOW

Z:\data\SUBDIVISIONS\Pharr\LAS MILPAS PARK YOUTH FACILITY SUBDIVISION			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
1-23-2018	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

EXHIBIT A-3

to

GMP Amendment 1

To

Agreement dated March 20, 2018 between
Hidalgo County and Erickson Construction, LLC
(Las Milpas Park Youth Facility)

Additional Initial Information for Phase 1 of Project
(Construction Manager's Proposal for Phase 1)

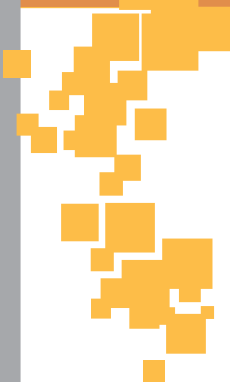
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Erickson Construction, L.L.C.

3520 Buddy Owens Avenue
McAllen, TX 78504

Estimate



Name/Address

Las Milpas Youth Facility



Date	Estimate No.	Project
10/26/18	2912	

Item	Description	Quantity	Cost	Total
General conditions	General Conditions (12.94% of Cost of Work)	1	7,961.92	7,961.92
Utilities	12" Tap sleeve 12" GV and box FH Remove and reconnet FH on 12" line 2" water service completed in place Cut and repair asphalt 12x4 Tee 2" reducer-reconnect 2" service 12" 45 bend 12" Cap-2-45 bend-gate valve/box 800 LF -12" PVC Dr-18	1	61,500.00	61,500.00
Contractor Fee	(Cost of Work) Fee (6.5% of Cost of Work)	1	3,997.50	3,997.50

Total

\$73,459.42