

DRAFT AIA® Document A133™ – 2009

Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

«County Services Facility and Justice Center
1212 S. 25TH St.
Edinburg, TX 78542»

THE OWNER:

(Name, legal status and address)

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

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

«E-Con Group, LLC a Texas Limited Liability Company »
«3025 Sugar Road
Edinburg, Texas 78540
(956) 259-8005 »

This amendment dated the ____ day of _____, 201__, is between the Owner and the Construction Manager, and amends that certain agreement is made as of the ____th day of _____, 201__, 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 « » (\$ « »), 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.)

« »

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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§ 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.)

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§ 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)

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

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§ 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.)

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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.)

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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.)

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ARTICLE A.2

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

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§ 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 A201-2017. 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 _____ Dollars (\$ _____.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.

§ A.2.2.2 In the A201, including Sections 8.1.1.5 and 15.1.8 thereof, any reference to Section 3.1.1 of the A101 is instead to Section A.2.2 above.

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”), to which this GMP Amendment is Exhibit A. (Upon execution of this GMP Amendment by both parties, this GMP Amendment will replace the form of GMP Amendment attached to the A133 at Exhibit A.)

§ 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

E-CON GROUP, LLC CONSTRUCTION, LLC

By:

Richard F. Cortez, County Judge

By:

Gilbert Enriquez, President

APPROVED AS TO FORM FOR COUNTY:

Hidalgo County Criminal District Attorney’s Office
Ricardo Rodriguez, Jr.

ATTEST:

By:

Josephine Ramirez-Solis, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk