

DRAFT AIA® Document A133™ – 2009

Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Hidalgo County Precinct No. 1 Tax Office
1902 Joe Stephens Ave., Suite 200
Weslaco, Texas 78596»

« »

THE OWNER:

(Name, legal status and address)

«County of Hidalgo
100 East Cano, 2nd Floor
Edinburg, Texas 78539

»« »

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 1st day of July, 2019 (“GMP Amendment” or “Amendment”), is between the Owner and the Construction Manager, and amends that certain agreement (C-18-171-02-26) made as of the 26th day of February, 2019, 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 One Hundred Ninety-Nine Thousand Six Hundred and 00/100 Dollars (\$1,199,600.00), 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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«The itemized statement of the GMP is attached as Exhibit A-2, and titled “Project Totals Report – Final GMP”. »

§ 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)
Owner’s Contingency	\$39,000.00

The Owner’s Contingency set forth herein is included in the Guaranteed Maximum Price set forth in Section A.1.1.2. Construction Manager acknowledges and agrees that this Contingency shall not be due or payable unless and to the extent that Owner authorizes such expenditure in writing. Construction Manager expressly agrees that it shall not incur any expense that would be allocated to the Contingency without first obtaining Owner’s prior written consent to such use of the Contingency. If the Owner’s Contingency is not expended or not fully expended, then the GMP shall be reduced by any unused portion of the Owner’s Contingency.

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

- .1 The value engineering alternative for the exterior shell was not accepted by Owner so is not part of the Work. (Construction Manager acknowledges and agrees that the proposed value engineering alternative will not be used and agrees the exterior shell of building will be constructed as per plans.)
- .2 The dry fire sprinkler system in MDF Room (Room A111) previously proposed by Hidalgo County IT Department (and which is not in the plans) is not being included in the Work (and the wet fire sprinkler system that is in the plans is included).
- .3 The Work includes infrastructure (conduit, j-boxes, and backer boxes) for special systems (fire alarm, intrusion, data, security cameras and access control) as specified in the plans.
- .4 Purchase and installation of all special systems (fire alarm, intrusion, data, security cameras and access control) and the wiring, hardware, accessories, and labor for the installation of such systems are excluded from the Work. (Any such special systems required by Owner (or for a certificate of occupancy) will be procured by the Owner and installation of such systems coordinated with the Construction Manager to not interfere with the Construction Manager’s Critical Path Method schedule. Construction Manager represents it has included in any proposed or current schedules, and agrees to include in any new or revised schedules, adequate time needed for installation and testing of all special systems.)
- .5 Owner’s (and Architect’s) acceptance of the following value engineering alternatives that have been proposed by Construction Manager even though such value engineering alternatives are not in the plans:
 - (a) Electrical
 - (b) Doors and Hardware
 - (c) Roofing System

(Construction Manager acknowledges that Owner and Architect need additional information before Owner will be able to make a decision on accepting such value engineering changes.)

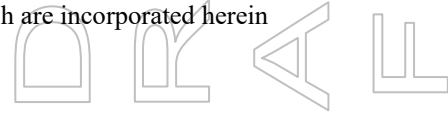
All references to plans in this Section A.1.1.5 are to the Specifications and Drawings incorporated herein by reference below pursuant to this Article A.1

§ 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, which are incorporated herein by reference:

(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)



Document	Title	Date	Pages
ROFA Architects Project Manuel	Hidalgo County, Texas Precinct No. 1 New Tax Office and Precinct Building Renovations, Weslaco, Texas, Project No. 2018.01	May 3, 2019	777

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings, which are incorporated herein by reference:

(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Number	Title	Date	Pages
Project No. 2018-01	ROFA Architects Hidalgo County Precinct No. 1 New Tax Office and Precinct Building Renovations Hidalgo County, Texas	5/8/2019 3:55:15PM	71

§ 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:

Two Hundred Forty (240) Calendar Days from commencement date set by the Owner in the notice to proceed.

§ 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 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.

§ A.2.3 In Sections 8.12.5 and 15.1.8 of the A201, the references to Section 3.1.1 of the A101 are 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 (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.3.3 Updated insurance certificates required pursuant to Section 11.1.1.3 of the A201 are attached hereto as Exhibit A-3.

§ A.3.4 In the Table of Articles on page 3 of the A133, the reference to Exhibit A (including Exhibit A-1) is deleted and replaced with the following:

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT	
EXHIBIT A-1	PAYMENT AND PERFORMANCE BONDS
EXHIBIT A-2	ITEMIZED STATEMENT OF GMP
EXHIBIT A-3	ADDITIONAL INSURANCE CERTIFICATES

§ A.3.5 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

ERICKSON CONSTRUCTION, LLC A TEXAS LIMITED LIABILITY COMPANY

By: _____
Richard F. Cortez, County Judge

By: _____
Jeffrey Erickson, Manager

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

ATTEST:

By: _____
Stephen L. Crain

Arturo Guajardo, Jr., County Clerk

EXHIBIT A-1

to

July 1, 2019 GMP Amendment

to

Agreement dated February 26, 2019 between
Hidalgo County and Erickson Construction, LLC
(Hidalgo County Precinct No. 1 Tax Office)



Payment and Performance Bonds

(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)

EXHIBIT A-2

to

July 1, 2019 GMP Amendment

to

Agreement dated February 26, 2019 between
Hidalgo County and Erickson Construction, LLC
(Hidalgo County Precinct No. 1 Tax Office)

Itemized Statement of GMP
(See attached 4 pages)



Exhibit "A-2"

Project Totals Report - Final GMP June 26, 2019

Between the Contractor: **Erickson Construction**
3520 Buddy Owens Blvd
McAllen, TX 78504

And the Client: **Hidalgo County - Precinct No. 1**
1902 Joe Stephens Ave.
#101
Weslaco, TX 78596

For the Project: **Precinct 1 Tax Office**

DIV. 02 - SITE WORK

02000 - Site Work \$108,357.00

02900 - Landscaping \$31,500.00

SUBTOTAL DIV. 02 - SITE WORK \$139,857.00

DIV. 03 - CONCRETE

03000 - General \$950.00

03301 - Slab Foundations \$34,800.00

SUBTOTAL DIV. 03 - CONCRETE \$35,750.00

DIV. 04 - MASONRY

04220 - Concrete Masonry Units (CMU) \$95,000.00

SUBTOTAL DIV. 04 - MASONRY \$95,000.00

DIV. 05 - METALS

05100 - Structural Steel \$99,000.00

05400 - Cold-Formed Metal Framing \$45,780.00

SUBTOTAL DIV. 05 - METALS \$144,780.00

DIV. 06 - CARPENTRY

06220 - Millwork - Interior Trim \$50,000.00

SUBTOTAL DIV. 06 - CARPENTRY \$50,000.00

DIV. 07 - THERMAL AND MOISTURE

07100 - Waterproofing & Dampproofing \$39,371.00

07500 - Membrane Roofing \$63,250.00

SUBTOTAL DIV. 07 - THERMAL AND MOISTURE \$102,621.00

DIV. 08 - DOORS AND WINDOWS

08210 - Interior Doors \$19,500.00

08500 - Windows \$45,998.00

SUBTOTAL DIV. 08 - DOORS AND WINDOWS \$65,498.00

DIV. 09 - FINISHES

09513 - Acoustical Tile Ceiling \$11,600.00

09600 - Flooring \$24,159.00

09740 - Interior Paneling \$5,000.00

09900 - Paints and Coatings \$21,000.00

SUBTOTAL DIV. 09 - FINISHES \$61,759.00

DIV. 10 - SPECIALTIES

10810 -Restoom Accessories \$3,164.00

10200 - Signage \$15,185.00

SUBTOTAL DIV. 10 - SPECIALTIES \$18,349.00

DIV. 11 - EQUIPMENT

11000 - Fire Extinguishers \$1,115.00

SUBTOTAL DIV. 11 - EQUIPMENT \$1,115.00

DIV. 13 - SPECIAL CONST.

13900 - Fire Suppression \$31,650.00

SUBTOTAL DIV. 13 - SPECIAL CONST. \$31,650.00

DIV. 15 - MECHANICAL

15100 - Plumbing \$17,500.00

15700 - Heating, Venting and Air Conditioning \$94,600.00

SUBTOTAL DIV. 15 - MECHANICAL \$112,100.00

DIV. 16 - ELECTRICAL

16100 - Electrical \$97,500.00

SUBTOTAL DIV. 16 - ELECTRICAL \$97,500.00

DIV. 01 - GENERAL REQUIREMENTS

01000 - Insurance \$4,000.00

01002 - P&P Bond	\$34,500.00
Jobsite Trailer	\$6,000.00
01510 - Temporary Utilities (Water)	\$400.00
01511 - Temporary Electricity	\$800.00
01517 - Temporary Telephone	\$1,600.00
01518 -Drinking Water & Ice	\$1,600.00
01523 - Sanitary Facilities	\$2,400.00
01530 - Temporary Construction (Fencing and Erosion Control)	\$14,000.00
01580 - Project Identification	\$1,500.00
Building Permit	\$4,000.00
01740 - Cleaning, Dumpster & Hauls	\$16,500.00
01760 - Protecting Installed Construction (Flooring)	\$2,000.00
01905 Staffing	\$59,500.00
SUBTOTAL DIV. 01 - GENERAL REQUIREMENTS	\$148,800.00

CONSTRUCTION FEE

Fee @ 6%	\$55,821.00
SUBTOTAL CONSTRUCTION FEE	\$55,821.00

OWNER'S CONTINGENCY

Owner's Contingency	\$39,000.00
SUBTOTAL OWNER'S CONTINGENCY	\$39,000.00

Grand Total: \$1,199,600.00

EXHIBIT A-3

to

July 1, 2019 GMP Amendment

to

Agreement dated February 26, 2019 between
Hidalgo County and Erickson Construction, LLC
(Hidalgo County Precinct No. 1 Tax Office)



Construction Manager's Additional Insurance Certificates
(See attached __ pages)