



**AIA**<sup>®</sup>

# 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, 2<sup>nd</sup> 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 6<sup>th</sup> day of August, 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 26<sup>th</sup> 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 Dollars and No Cents (\$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. 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.

The itemized statement of the GMP is attached as Exhibit A-2, and titled "Project Totals Report – Final GMP August 2, 2019".

**§ 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	\$13,500.00

**§ A.1.1.4.1 Owner's Contingency.** The Owner's Contingency set forth in Section A.1.1.4 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 alternatives for the  
(a) exterior shell and  
(b) roofing system  
were not accepted by Owner, so are not part of the Work. (Construction Manager acknowledges and agrees that these proposed value engineering alternatives will not be used and agrees the exterior shell of building and the roofing 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 and Architect have accepted 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
- .6 The Construction Manager is responsible for any costs related to the staging area.

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 for the value engineering alternatives accepted by the Owner:

*(List any other documents or information here, or refer to an exhibit attached to this Agreement.)*

- .1 Electrical:
  - .a Spectrum Lighting Package dated June 28, 2019 (74 pages)
  - .b Siemens Submittal Package dated June 28, 2019 (38 pages)
- .2 Doors and Hardware: Haley Architectural Doors APC-1 (1 page)

**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:

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

§ 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:**

*(Row deleted)*

By: \_\_\_\_\_  
Stephen L. Crain

By: \_\_\_\_\_  
Arturo Guajardo, Jr, County Clerk

*(Row deleted)*

**EXHIBIT A-1**

to

August 6, 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

August 6, 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)

# Project Totals Report - Final GMP

## August 2, 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
<b>SUBTOTAL DIV. 02 - SITE WORK</b>	<b>\$139,857.00</b>

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### DIV. 03 - CONCRETE

03000 - General	\$950.00
03301 - Slab Foundations	\$34,800.00
<b>SUBTOTAL DIV. 03 - CONCRETE</b>	<b>\$35,750.00</b>

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### DIV. 04 - MASONRY

04220 - Concrete Masonry Units (CMU)	\$95,000.00
<b>SUBTOTAL DIV. 04 - MASONRY</b>	<b>\$95,000.00</b>

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### DIV. 05 - METALS

05100 - Structural Steel	\$99,000.00
05400 - Cold-Formed Metal Framing	\$45,780.00
<b>SUBTOTAL DIV. 05 - METALS</b>	<b>\$144,780.00</b>

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**DIV. 06 - CARPENTRY**

06220 - Millwork - Interior Trim	\$50,000.00
<b>SUBTOTAL DIV. 06 - CARPENTRY</b>	<b>\$50,000.00</b>

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**DIV. 07 - THERMAL AND MOISTURE**

07100 - Waterproofing & Dampproofing	\$39,371.00
07500 - Membrane Roofing	\$88,750.00
<b>SUBTOTAL DIV. 07 - THERMAL AND MOISTURE</b>	<b>\$128,121.00</b>

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**DIV. 08 - DOORS AND WINDOWS**

08210 - Interior Doors	\$19,500.00
08500 - Windows	\$45,998.00
<b>SUBTOTAL DIV. 08 - DOORS AND WINDOWS</b>	<b>\$65,498.00</b>

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**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
<b>SUBTOTAL DIV. 09 - FINISHES</b>	<b>\$61,759.00</b>

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**DIV. 10 - SPECIALTIES**

10810 -Restoom Accessories \$3,164.00

10200 - Signage \$15,185.00

**SUBTOTAL DIV. 10 - SPECIALTIES \$18,349.00**

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**DIV. 11 - EQUIPMENT**

11000 - Fire Extinguishers \$1,115.00

**SUBTOTAL DIV. 11 - EQUIPMENT \$1,115.00**

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**DIV. 13 - SPECIAL CONST.**

13900 - Fire Suppression \$31,650.00

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

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**DIV. 15 - MECHANICAL**

15100 - Plumbing \$17,500.00

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

**SUBTOTAL DIV. 15 - MECHANICAL \$112,100.00**

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**DIV. 16 - ELECTRICAL**

16100 - Electrical \$97,500.00

**SUBTOTAL DIV. 16 - ELECTRICAL \$97,500.00**

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**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
<b>SUBTOTAL DIV. 01 - GENERAL REQUIREMENTS</b>	<b>\$148,800.00</b>
<hr/>	
<b>CONSTRUCTION FEE</b>	
Fee @ 6%	\$55,821.00
<b>SUBTOTAL CONSTRUCTION FEE</b>	<b>\$55,821.00</b>
<hr/>	
<b>OWNER'S CONTINGENCY</b>	
Owner's Contingency	\$13,500.00
<b>SUBTOTAL OWNER'S CONTINGENCY</b>	<b>\$13,500.00</b>
 <b>Grand Total:</b>	 <b>\$1,199,600.00</b>

**EXHIBIT A-3**

to

August 6, 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 3 pages)

Init.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/25/2019

PRODUCER (956) 631-4385  
MUNAL INSURANCE AGENCY, P.C.  
4211 N MCCOLL RD  
MCALLEN, TX 78504

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
JEFFREY ERICKSON  
ERICKSON CONSTRUCTION, LLC  
3520 BUDDY OWENS BLVD  
MCALLEN, TX 78504

COMPANIES AFFORDING COVERAGE	
COMPANY A	EVANSTON INSURANCE COMPANY
COMPANY B	TEXAS MUTUAL INSURANCE COMPANY
COMPANY C	
COMPANY D	

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	3EL4627	03/21/2019	03/21/2020	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMPI/OP AGG	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
	EXCESS LIABILITY				AGGREGATE	\$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BINDER	07/25/2019	07/25/2020	WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL				EL EACH ACCIDENT	\$ 100,000
					EL DISEASE - POLICY LIMIT	\$ 100,000
					EL DISEASE - EA EMPLOYEE	\$ 100,000
	OTHER					

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

INSURED: GENERAL CONTRACTOR  
COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES

### CERTIFICATE HOLDER

HIDALGO COUNTY  
ATTN: PURCHASING DEPARTMENT  
2812 S HIGHWAY BUS 281  
EDINBURG, TX 78539

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Forrester Crumpler*



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This provision does not apply in regard to any ownership, maintenance or use of the additional insured's "autos."

### Additional Insured When Required by Contract

(1) Paragraph A.1. – WHO IS AN INSURED – of Section II – Liability Coverage is amended to add:

- d. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

### (2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or

- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

### (3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that the insurance is primary and non-contributory with the additional insured's own insurance.

### (4) Duties in The Event Of Accident, Claim, Suit or Loss

If another person or organization is added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **A. Loss Conditions 2. – Duties In The Event Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS**, in the same manner as the Named Insured.