



# AIA<sup>®</sup> Document A133<sup>™</sup> – 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, 2<sup>nd</sup> 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 30<sup>th</sup> day of July, 2019 ("GMP Amendment 2" 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 20<sup>th</sup> 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 (as amended by GMP Amendment 1, which is defined below, the "Agreement"). Any term defined in the Agreement or GMP Amendment 1 and used herein shall have the meaning given such term in the Agreement or GMP Amendment 1, as the case may be, unless otherwise defined herein.

### ARTICLE A.0

#### § A.0.1 Background

This Amendment is the second guaranteed maximum price amendment for this Project. The Owner and Construction Manager previously entered into that certain guaranteed maximum price amendment dated March 5, 2019 ("GMP Amendment 1") with respect to Phase 1 of the Project. As set forth in Article A.0 of GMP Amendment 1, this GMP Amendment 2 is the GMP Amendment originally contemplated for what is now called Phase 2 of the Project for the original work anticipated under the Agreement, to which Exhibit D of the Agreement applies. The Owner has determined to proceed with Phase 2 in accordance with the terms of the Agreement as amended hereby.

### 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<sup>™</sup>-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.

Init.

**§ A.0.2 Phase 1**

Owner and Construction Manager acknowledge that Construction Manager has not yet completed Phase 1 pursuant to GMP Amendment 1. The notice to proceed for Phase 1 was issued on May 29, 2019 and the anticipated date of Substantial Completion of Phase 1 pursuant to Section A.2.1 of GMP Amendment 1 is July 23, 2019.

**§ A.0.3**

The following exhibits are attached to and made a part of this GMP Amendment 2.

- .1 Exhibit A-1 Payment and Performance Bonds for Phase 2
- .2 Exhibit A-2 Plans for Phase 2
- .3 Exhibit A-3 Itemized Statement of GMP for Phase 2
- .4 Exhibit A-4 Construction Manager’s Updated Insurance Certificates

**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. For the avoidance of doubt, the parties acknowledge that Phase 1 is covered by GMP Amendment 1 and is therefore not included in the GMP herein.

**§ A.1.1.1** The Contract Sum for Phase 2 is guaranteed by the Construction Manager not to exceed One Million Six Hundred Thirty Thousand and 00/100 Dollars (\$1,630,000.00), 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.)*

The itemized statement of the GMP is attached as Exhibit A-3 to this GMP Amendment 2 and is titled "Las Milpas Park Youth Facility – Project Totals Report June 10, 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)
Brick Masonry (Material Only)	\$20,000.00
Structural Steel/Mezzanine (Labor and Material)	\$20,000.00
Ceramic Wall Tile (Labor and Material)	\$43,200.00
Flooring (Labor and Material)	\$46,848.00
Specialties-Interior & Exterior Signage (Labor and Material)	\$8,500.00
Irrigation and Landscaping (Labor and Material)	\$15,000.00

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

- .1 Construction Manager is responsible for irrigation and landscaping plan required by the City of Pharr as it is part of the Work. (An allowance for such work is included in Section A.1.1.4 above, so it is part of the GMP.)
- .2 Purchase and installation of low voltage wiring or terminations for telecom, security, CCTV, or access control for Youth Facility or Gymnasium is not included in the Work.
- .3 As all conduit for telecom, security, CCTV, or access control for Youth Facility and Gymnasium as indicated on the plans is included as part of the Work, it is included in the GMP.
- .4 Purchase and installation of kitchen equipment is not included in the Work.

**§ 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.)*

Exhibit A-3

**ARTICLE A.2**

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

Two Hundred and Forty (240) calendar days after the notice to proceed has been issued by the Owner for Phase 2 and the permit referenced in Section A.0.1 of GMP Amendment 1 has been issued by the City of Pharr.

**§ 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.*

Init.

**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"). This Amendment replaces the form attached as Exhibit A to the Agreement and shall be considered "Exhibit A (Phase 2)" to the Agreement.

**§ A.3.2** The original bonds required pursuant to Section 11.4 of the A201 and Article 8 of the A133 are attached to the Owner’s execution original of this GMP Amendment 2 as Exhibit A-1. Construction Manager acknowledges that the bonds attached to this GMP Amendment 2 are for Phase 2 and are in addition to the bonds for Phase 1 that are attached as Exhibit A-1 to GMP Amendment 1. Section 11.4.1.1 is amended by adding before the period at the end of the first sentence "or, if sooner, prior execution of the GMP Amendment".

**§ 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 (Phase 1) GUARANTEED MAXIMUM PRICE AMENDMENT 1 (Dated March 5, 2019)**
- EXHIBIT A-1 PAYMENT AND PERFORMANCE BONDS FOR PHASE 1**
- EXHIBIT A-2 ADDITIONAL INFORMATION FOR PHASE 1 OF PROJECT (January 23, 2018 Las Milpas Park Youth Facility Subdivision Utility Layout)**
- EXHIBIT A-3 ADDITIONAL INFORMATION FOR PHASE 1 OF PROJECT (Construction Manager’s Proposal for Phase 1)**
- EXHIBIT A-3 ADDITIONAL INSURANCE CERTIFICATES**
- EXHIBIT A (Phase 2) GUARANTEED MAXIMUM PRICE AMENDMENT 2 (Dated July \_\_, 2019)**
- EXHIBIT A-1 PAYMENT AND PERFORMANCE BONDS FOR PHASE 2**
- EXHIBIT A-2 PLANS FOR PHASE 2 OF PROJECT (May 23, 2019 Las Milpas Park Youth Facility Plans)**
- EXHIBIT A-3 ITEMIZED STATEMENT OF GMP FOR PHASE 2**
- EXHIBIT A-4 CONSTRUCTION MANAGER’S UPDATED INSURANCE CERTIFICATES**

**§ A.3.5** Except as modified herein, all terms and conditions of the Agreement, as amended by this GMP Amendment 2, 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 2.

**HIDALGO COUNTY**

**ERICKSON CONSTRUCTION, LLC**

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

\_\_\_\_\_  
Arturo Guarjardo, Jr., County Clerk

*(Row deleted)*

Init.

**EXHIBIT A-1**

to

GMP Amendment 2

To

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

Payment and Performance Bonds for Phase 2

(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)

Init.

/

**EXHIBIT A-2**

to

GMP Amendment 2

To

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

Plans for Phase 2 of Project  
(May 23, 2019 Las Milpas Park Youth Facility Plans)

Init.

/

**EXHIBIT A-3**

to

GMP Amendment 2

To

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

Itemized Statement of GMP for Phase 2

Init.

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**EXHIBIT A-4**

to

GMP Amendment 2

To

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

Construction Manager's Updated Insurance Certificates

Init.

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# **Additions and Deletions Report for** **AIA® Document A133™ – 2009 Exhibit A**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:48:18 ET on 07/25/2019.

## **PAGE 1**

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

...

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

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*(Name, legal status and address)*

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

This amendment dated the 30<sup>th</sup> day of July, 2019 ("GMP Amendment 2" 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 20<sup>th</sup> 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 (as amended by GMP Amendment 1, which is defined below, the "Agreement"). Any term defined in the Agreement or GMP Amendment 1 and used herein shall have the meaning given such term in the Agreement or GMP Amendment 1, as the case may be, unless otherwise defined herein.

## **ARTICLE A.0**

### **§ A.0.1 Background**

This Amendment is the second guaranteed maximum price amendment for this Project. The Owner and Construction Manager previously entered into that certain guaranteed maximum price amendment dated March 5, 2019 ("GMP Amendment 1") with respect to Phase 1 of the Project. As set forth in Article A.0 of GMP Amendment 1, this GMP Amendment 2 is the GMP Amendment originally contemplated for what is now called Phase 2 of the Project for the original work anticipated under the Agreement, to which Exhibit D of the Agreement applies. The Owner has determined to proceed with Phase 2 in accordance with the terms of the Agreement as amended hereby.

**§ A.0.2 Phase 1**

Owner and Construction Manager acknowledge that Construction Manager has not yet completed Phase 1 pursuant to GMP Amendment 1. The notice to proceed for Phase 1 was issued on May 29, 2019 and the anticipated date of Substantial Completion of Phase 1 pursuant to Section A.2.1 of GMP Amendment 1 is July 23, 2019.

**§ A.0.3**

The following exhibits are attached to and made a part of this GMP Amendment 2.

.1	Exhibit A-1	Payment and Performance Bonds for Phase 2
.2	Exhibit A-2	Plans for Phase 2
.3	Exhibit A-3	Itemized Statement of GMP for Phase 2
.4	Exhibit A-4	Construction Manager's Updated Insurance Certificates

**PAGE 2**

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. For the avoidance of doubt, the parties acknowledge that Phase 1 is covered by GMP Amendment 1 and is therefore not included in the GMP herein.

**§ A.1.1.1** The Contract Sum for Phase 2 is guaranteed by the Construction Manager not to exceed (\$—), One Million Six Hundred Thirty Thousand and 00/100 Dollars (\$1,630,000.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

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...

N/A

...

<u>Brick Masonry (Material Only)</u>	<u>\$20,000.00</u>
<u>Structural Steel/Mezzanine (Labor and Material)</u>	<u>\$20,000.00</u>
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<u>Irrigation and Landscaping (Labor and Material)</u>	<u>\$15,000.00</u>

**PAGE 3**

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.4 Purchase and installation of kitchen equipment is not included in the Work.

...

N/A

...

N/A

...

Exhibit A-2

...

Exhibit A-3

...

Two Hundred and Forty (240) calendar days after the notice to proceed has been issued by the Owner for Phase 2 and the permit referenced in Section A.0.1 of GMP Amendment 1 has been issued by the City of Pharr.

§ 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.

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§ A.3.2 The original bonds required pursuant to Section 11.4 of the A201 and Article 8 of the A133 are attached to the Owner's execution original of this GMP Amendment 2 as Exhibit A-1. Construction Manager acknowledges that the bonds attached to this GMP Amendment 2 are for Phase 2 and are in addition to the bonds for Phase 1 that are attached as Exhibit A-1 to GMP Amendment 1. Section 11.4.1.1 is amended by adding before the period at the end of the first sentence "or, if sooner, prior execution of the GMP Amendment".

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**EXHIBIT A-1 PAYMENT AND PERFORMANCE BONDS FOR PHASE 1**

**EXHIBIT A-2 ADDITIONAL INFORMATION FOR PHASE 1 OF PROJECT (January 23, 2018 Las Milpas Park Youth Facility Subdivision Utility Layout)**

**EXHIBIT A-3 ADDITIONAL INFORMATION FOR PHASE 1 OF PROJECT (Construction Manager's Proposal for Phase 1)**

**EXHIBIT A-3 ADDITIONAL INSURANCE CERTIFICATES**

**EXHIBIT A (Phase 2) GUARANTEED MAXIMUM PRICE AMENDMENT 2 (Dated July , 2019)**

**EXHIBIT A-1 PAYMENT AND PERFORMANCE BONDS FOR PHASE 2**

**EXHIBIT A-2 PLANS FOR PHASE 2 OF PROJECT (May 23, 2019 Las Milpas Park Youth Facility Plans)**

**EXHIBIT A-3 ITEMIZED STATEMENT OF GMP FOR PHASE 2**

**EXHIBIT A-4 CONSTRUCTION MANAGER'S UPDATED INSURANCE CERTIFICATES**

**§ A.3.5** Except as modified herein, all terms and conditions of the Agreement, as amended by this GMP Amendment 2, 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 2.

**HIDALGO COUNTY**

**ERICKSON CONSTRUCTION, LLC**

By: \_\_\_\_\_

Richard F. Cortez, County Judge

By: \_\_\_\_\_

Jeffrey Erickson, Manager

**APPROVED AS TO FORM FOR COUNTY:**

**ATLAS, HALL & RODRIGUEZ, LLP**

ATTEST:

**OWNER (Signature)**

**CONSTRUCTION MANAGER (Signature)**

By: \_\_\_\_\_

Stephen L. Crain

*(Printed name and title)*

Arturo Guarjardo, Jr., County Clerk

*(Printed name and title)*

**EXHIBIT A-1**

to

GMP Amendment 2

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Payment and Performance Bonds for Phase 2  
(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

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**EXHIBIT A-3**

to

GMP Amendment 2

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Itemized Statement of GMP for Phase 2

**EXHIBIT A-4**

to

GMP Amendment 2

To

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

Construction Manager's Updated Insurance Certificates

## **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 its associated Additions and Deletions Report and this certification at 15:48:18 ET on 07/25/2019 under Order No. 4944417164 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 those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*