



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 3rd day of October, 2019 ("GMP Amendment 3" 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 (as amended by GMP Amendment 1 and 2, which is defined below, the "Agreement"). Any term defined in the Agreement, GMP Amendment 1 or GMP Amendment 2 and used herein shall have the meaning given such term in the Agreement, GMP Amendment 1 or GMP Amendment 2, as the case may be, unless otherwise defined herein.

ARTICLE A.0

§ A.0.1 Background

This Amendment is the third guaranteed maximum price amendment for this Project. The Owner and Construction Manager previously entered into two guaranteed maximum price amendments dated March 5, 2019 ("GMP Amendment 1") and September 9, 2019 ("GMP Amendment 2"). GMP Amendment 1 with respect to Phase 1 of the Project and GMP Amendment 2 with respect to Phase 2 of the Project. As set forth in Article A.0 of GMP Amendment 1 and GMP Amendment 2, this GMP Amendment 3 is the GMP Amendment for what is now called Phase 1.2 which is unforeseen additional work required by the City of Pharr to complete Phase 1 of the Project, to which Exhibit D of the Agreement applies. The Owner has determined to proceed with the additional work identified as Phase 1.2 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™–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 August 31, 2019.

§ A.0.3

The following exhibits are attached to and made a part of this GMP Amendment 3.

- .1 Exhibit A-1 Payment and Performance Bonds Rider
- .2 Exhibit A-2 Offsite Waterline Distribution System Layout
- .3 Exhibit A-3 Construction Manager’s itemized statement for additional work to complete Phase 1.2
- .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.

§ A.1.1.1 The Contract Sum for additional work needed to complete Phase 1.2 is guaranteed by the Construction Manager not to exceed Ninety-Three Thousand Six Hundred Five and 00/100 Dollars (\$93,605.00), 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.

§ 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 1.2 of the project.
- .2 Construction Manager is responsible for additional waterline work that includes extending the 12" waterline approximately 810 additional linear feet that were not included in GMP 1 and is being requested by the City of Pharr.
- .3 Construction Manager is responsible to cut and repair any asphalt or concrete damaged during the upgrade of the waterline pursuant to this GMP Amendment 3.

§ 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:

Sixty Five (65) calendar days after the notice to proceed has been issued by the Owner.

§ 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"). This Amendment replaces the form attached as Exhibit A to the Agreement and shall be considered "Exhibit A (Phase 1.2)" to the Agreement.

§ A.3.2 The original rider to the bonds required pursuant to Section 11.4 of the A201 and Article 8 of the A133 is attached to the Owner's execution original of this GMP Amendment 3 as Exhibit A-1. Construction Manager acknowledges that the rider attached to this GMP Amendment 3 is for the entire \$1,797,064.42 Project incorporating Phases 1 and 1.2 (with two GMP's of \$73,459.42 and \$93,605.00) and 2 (with a GMP of \$1,630,000.00) and amends the bonds for Phase 2 that are attached as Exhibit A-1 to GMP Amendment 2. Section 11.4.1.1 of the A201 is amended by adding before the period at the end of the first sentence "or, if sooner, prior to execution of the GMP Amendment".

Init.

§ A.3.3 Updated insurance certificates required pursuant to Section 11.1.1.3 of the A201 are attached hereto as Exhibit A-4.

§ 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 INITIAL INFORMATION FOR PHASE 1 OF PROJECT (January 23, 2018 Las Milpas Park Youth Facility Subdivision Utility Layout)
EXHIBIT A-3 ADDITIONAL INITIAL INFORMATION FOR PHASE 1 OF PROJECT (Construction Manager's Proposal for Phase 1)
- EXHIBIT A (Phase 1.2) GUARANTEED MAXIMUM PRICE AMENDMENT 3 (Dated October 3, 2019)**
EXHIBIT A-1 PAYMENT AND PERFORMANCE BONDS RIDER FOR PHASE 1.2
EXHIBIT A-2 ADDITIONAL INFORMATION FOR PHASE 1.2 OF PROJECT – (Offsite Waterline Distribution System Plans)
EXHIBIT A-3 ADDITIONAL INFORMATION FOR PHASE 1.2 OF PROJECT (Construction Manager's Proposal for additional work to complete Phase 1.2)
EXHIBIT A-4 CONSTRUCTION MANAGER'S UPDATED INSURANCE CERTIFICATES
- EXHIBIT A (Phase 2) GUARANTEED MAXIMUM PRICE AMENDMENT 2 (Dated July 30, 2019)**
EXHIBIT A-1 PAYMENT AND PERFORMANCE BONDS RIDER
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 3, 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 3.

[Signature page follows]

HIDALGO COUNTY

By:

Richard F. Cortez, County Judge

APPROVED AS TO FORM FOR COUNTY:

Hidalgo County Criminal District Attorney's Office

Ricardo Rodriguez, Jr.

(Row deleted)

By:

Victor M. Garza, Assistant District Attorney

(Row deleted)

ERICKSON CONSTRUCTION, LLC

By:

Jeffrey Erickson, Manager

ATTEST:

Arturo Guajardo, Jr., County Clerk

Init.

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EXHIBIT A-1

to

GMP Amendment 3

To

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

Payment and Performance Bonds Rider for Phase 1.2

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

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EXHIBIT A-2

to

GMP Amendment 3

To

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

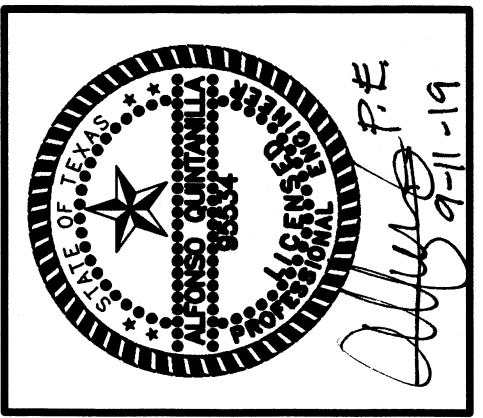
Additional Information for Phase 1.2 of Project
(Offsite Waterline Distribution System Plans)

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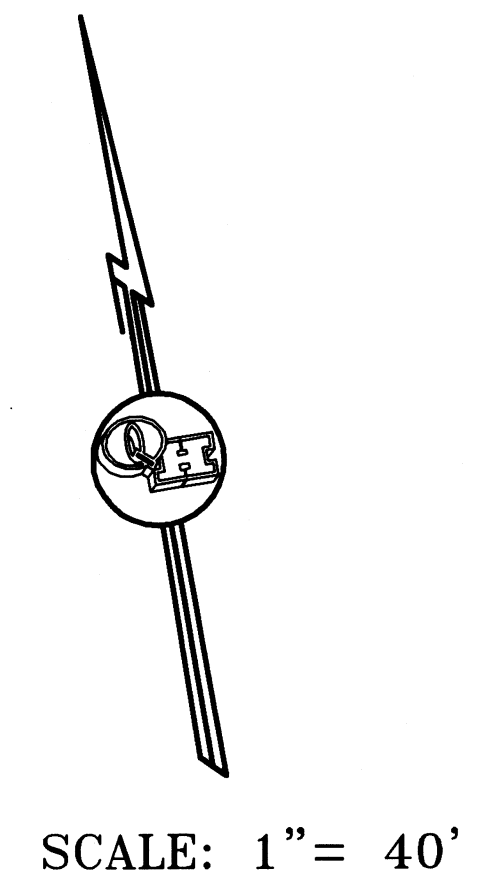
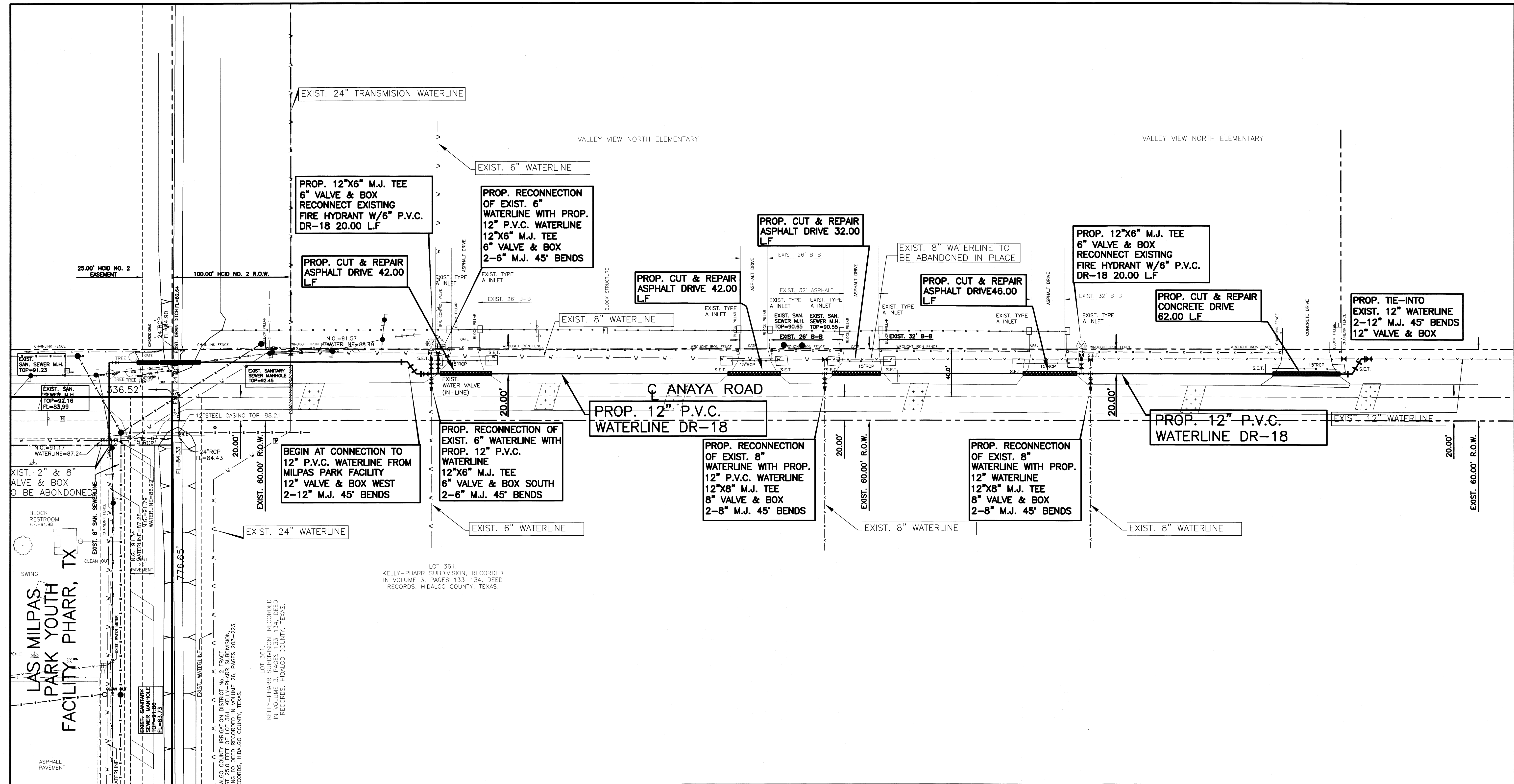
JOB NO.	1-23-2018
DATE	01-22-19
REVISION	1"=40'
SCALE	LG
DRAWN BY	LG
SHEET	

**LAS MILPAS
PARK YOUTH
FACILITY, PHARR, TX
OFFSITE WATERLINE
DISTRIBUTION SYSTEM**



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

LAND SURVEYORS
 PHONE 956-361-6460
 FAX 956-361-0527
 ALFONSO@QHA-ENG.COM



SCALE: 1" = 40'

CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND FOR ANY REPAIRS AS A RESULT OF DAMAGE DURING CONSTRUCTION.

ANY WATERLINE SHUT OFF TO CUSTOMERS CONTRACTOR SHALL NOTIFY 24 HOURS PRIOR TO CONSTRUCTION

CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR CONCRETE DRIVES & SIDEWALKS TO ORIGINAL CONDITION DURING CONSTRUCTION.

NOTE: PLANS WERE DRAWN UP WITHOUT THE BENEFIT OF TOPOGRAPHIC STUDY. ADDITIONAL UTILITIES (GAS LINES, WATERLINES, WATER SERVICES, ELECTRICAL LINES, ETC.) AND OBSTRUCTIONS NOT SHOWN ELSEWHERE (TREES, MAIL BOXES, FENCES, POWER POLES, ETC.) WILL NEED TO BE LOCATED PRIOR TO CONSTRUCTION.

EXIST. WATER SERVICES TO BE RECONNECTED TO NEW WATERLINE WITH PROPER FITTINGS TO METER

LEGEND

	= FIRE HYDRANT
	= GUY WIRE
	= POWER POLE
	= MAILBOX
	= WATER METER
	= WATER VALVE
	= SIGN
	= SERVICE POLE
	= TEL BOX
	= ELECT BOX
	= GAS METER
	= GAS MARKER
	= GAS VALVE
	= TRANSMISSION POLE
	= TRAFFIC CONTROL BOX
	= GAS SERVICE

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
1-23-2018	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
01-22-19	JLC		

EXHIBIT A-3

to

GMP Amendment 3

To

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

Additional Information for Phase 1.2 of Project
(Construction Manager's Itemized Statement for Additional Work to Complete Phase 1.2)

Init.

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Erickson Construction, L.L.C.

3520 Buddy Owens Avenue
 McAllen, TX 78504
 (956) 631-9789

Estimate



Name/Address

Hon. Eduardo "Eddie" Cantu
 Hidalgo County
 Precinct 2 Commissioner
 300 W. Hall Acres Suite G
 Pharr, TX 78577



Date	Estimate No.	Project
10/26/18	2912	C-17-324-07-17

Item	Description	Quantity	Cost	Total
General conditions	General Conditions (12.94% of Cost of Work)	1	10,141.00	10,141.00
Utilities	810 Liner Feet 12" PVC DR-18 12" x 8" Tee 12" x 6" Tee 12" 45' Bend 6" 45' Bend 12" Gate Valve/Box 8" Gate Valve/Box 6" Gate Valve/Box Tie into 12" existing line Cut and repair asphalt Cut and repair concreted drive Reconnect hydrants (school and South side properties)	1	78,370.00	78,370.00
Contractor Fee	(Cost of Work) Fee (6.5% of Cost of Work)	1	5,094.00	5,094.00

Total \$93,605.00