



2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	<u>04/06/2022</u>	Department:	<u>000 - Hidalgo County</u>
Contract No.:	<u>C-17-292A-03-27</u>	Effective Date:	<u>03/27/2018</u>
Description of Project:	<u>GMP Amendment No.9 to C-17-292A-03-27</u>		
Awarded Vendor:	<u>Morganti Texas, Inc.</u>		
CC Approval on	<u>12/06/2021</u>	AI-	<u>83637</u>

Routing of documents:

- ✓ 1. Executive Office – Attn: Monica Salinas
- _____ 2. District Attorney's Office – Attn: Select ADA
- _____ 3. County Judge's Office – Attn: Richard F. Cortez
- _____ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- _____ 5. Purchasing Department – Attn: Hector Garcia ext. 4857

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____



AIA[®]

Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

AT 11:29 FILED O'CLOCK A M
 APR 12 2022
 ARTURO GUJARRO, JR., COUNTY CLERK
 HIDALGO CO. TEXAS
 DEPUTY

This Amendment dated the 06th day of December in the year 2021, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 27th day of March in the year 2018(as modified), C-17-292A-03-27 - Morganti Texas, Inc. (the "Agreement").

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

CPR 57 - Pandemic Preparedness Project
 New Hidalgo County Courthouse
 100 N. Closner
 Edinburg, TX 78539

THE OWNER:

(Name, legal status, and address)

The County of Hidalgo Texas
 100 N. Closner
 Edinburg, TX 78539

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Morganti Texas, Inc.
 10590 Westoffice Dr. Suite 150
 Houston, TX 77459

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price for the CPR - 57 Project. 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 the Agreement.

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™–2017, 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.1.1.1 The Contract Sum is guaranteed by the Construction Manager for the CPR - 57 Project not to exceed Three Million Five Hundred and Sixty-Five Thousand Three Hundred Ten Dollars and Zero Cents (\$ 3,565,310.00), 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, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Exhibit "A" & "B"

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work for the CPR-57 Project shall be:
(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

November 10, 2021

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

Init.

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: May 31, 2022.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Page
Exhibit "A"	CPR 57.2 Pandemic	November 28, 2021	3
Exhibit "B"	Preparedness Pricing	February 09, 2022	5
Exhibit "C"	Qualifications, Clarifications & Assumptions Schedule	February 09, 2022	23

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Title of Specifications exhibit: N/A

Section	Title	Date	Pages
N/A			

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Title of Drawings exhibit: N/A

Number	Title	Date
N/A		

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Init.

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Contingency (10%)	\$299,058.00
Rough Carpentry	\$18,335.00
Gypsum Board Replacements	\$31,575.00
Ceramic Tile Replacement	\$17,995.00
Acoustical Ceiling Replacement	\$11,265.00
Interior Painting	\$18,965.00
Toilet & Bath Accessories	\$135,775.00
Accessory Installation	\$37,665.00
Electric Hand Dryers	\$39,995.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Please refer to Exhibit "B"

§ A.3.1.7 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 Amendment.)

Exhibit "A"

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Baico Contracting LLC
Luis Bailon
lbbaico@ymail.com
(956) 490-9043

Marek Brothers Systems, Inc.
Alejandro Rebeles
AlejandroRebeles@marekbros.com
(956) 412-9339

Huerta's Painting
John Huerta
jhuerta926@gmail.com
(956) 536-9950

Division 10 Sales
Justin Whitaker
jwhitaker@division10sales.com
(801) 845-2838

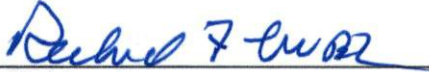
Victoria Air Conditioning, LTD.
Ken Hasbrouck
KenHasbrouck@victoriaair.com

Init.

(956) 341-4471

Metro Electric, Inc.
Stewart Gregorie
stewart.gregorie@metroelectric-rgv.com
(956) 686-2323

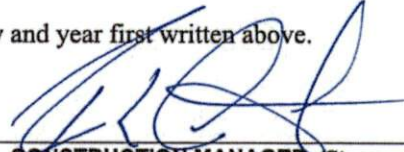
This Amendment to the Agreement entered into as of the day and year first written above.



OWNER (Signature)

Richard F. Cortez County Judge

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Frank Gotham Regional Director of Operations

Frank Gotham Regional Director of Operations

(Printed name and title)

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON DECEMBER 06, 2021.
Agenda Item No. 83637

Executive Office: R

COMPANY:
MORGANTI TEXAS, INC.

COUNTY:
COUNTY OF HIDALGO

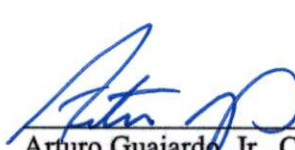


Frank Gotham, Regional Director of Operations


Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:

Not Applicable
, Assistant District Attorney


Arturo Guajardo, Jr., County Clerk


ATTACHMENTS:
CPR 57 – Pandemic Preparedness Packet

SUPPLEMENTAL SIGNATURES:
(If Applicable)

APPROVED BY
COMMISSIONERS COURT
ON: 12/6/21 BMS.

Additions and Deletions Report for AIA[®] Document A133[™] – 2019 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 12:07:15 ET on 03/28/2022.

PAGE 1

This Amendment dated the 06th day of December in the year 2021, is incorporated into the accompanying AIA Document A133[™]-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 27th day of March in the year (~~the "Agreement"~~)2018(as modified), C-17-292A-03-27 - Morganti Texas, Inc. (the "Agreement").

...

CPR 57 - Pandemic Preparedness Project
New Hidalgo County Courthouse
100 N. Closner
Edinburg, TX 78539

...

The County of Hidalgo Texas
100 N. Closner
Edinburg, TX 78539

...

Morganti Texas, Inc.
10590 Westoffice Dr. Suite 150
Houston, TX 77459

...

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum ~~Price~~-Price for the CPR - 57 Project. 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 the Agreement.

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager for the CPR - 57 Project not to exceed Three Million Five Hundred and Sixty-Five Thousand Three Hundred Ten Dollars and Zero Cents (\$ 3,565,310.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Exhibit "A" & "B"

...

N/A

...

N/A

...

N/A

...

§ A.2.1 The date of commencement of the Work for the CPR-57 Project shall be:

...

Established as follows:

...

November 10, 2021

PAGE 3

By the following date: May 31, 2022.

...

N/A

N/A

...

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>PagesPage</u>
<u>Exhibit "A"</u>	<u>CPR 57.2 Pandemic</u>	<u>November 28, 2021</u>	<u>3</u>
<u>Exhibit "B"</u>	<u>Preparedness Pricing</u>	<u>February 09, 2022</u>	<u>5</u>
<u>Exhibit "C"</u>	<u>Qualifications,</u> <u>Clarifications &</u> <u>Assumptions</u> <u>Schedule</u>	<u>February 09, 2022</u>	<u>23</u>

...

Title of Specifications exhibit: N/A

...

N/A

...

Title of Drawings exhibit: N/A

...

N/A

...

N/A

PAGE 4

<u>Contingency (10%)</u>	<u>\$299,058.00</u>
<u>Rough Carpentry</u>	<u>\$18,335.00</u>
<u>Gypsum Board Replacements</u>	<u>\$31,575.00</u>
<u>Ceramic Tile Replacement</u>	<u>\$17,995.00</u>
<u>Acoustical Ceiling Replacement</u>	<u>\$11,265.00</u>
<u>Interior Painting</u>	<u>\$18,965.00</u>
<u>Toilet & Bath Accessories</u>	<u>\$135,775.00</u>
<u>Accessory Installation</u>	<u>\$37,665.00</u>
<u>Electric Hand Dryers</u>	<u>\$39,995.00</u>

...

Please refer to Exhibit "B"

...

Exhibit "A"

...

Baico Contracting LLC

Luis Bailon

lbbaico@ymail.com

(956) 490-9043

Marek Brothers Systems, Inc.

Alejandro Rebeles

AlejandroRebeles@marekbros.com

(956) 412-9339

Huerta's Painting

John Huerta

jhuerta926@gmail.com

(956) 536-9950

Division 10 Sales

Justin Whitaker

jwhitaker@division10sales.com

(801) 845-2838

Victoria Air Conditioning, LTD.

Ken Hasbrouck

KenHasbrouck@victoriaair.com

(956) 341-4471

Metro Electric, Inc.

Stewart Gregoric

stewart.gregorie@metroelectric-rgv.com
(956) 686-2323

PAGE 5

Richard F. Cortez County Judge

Frank Gotham Regional Director of Operations

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Hector Garcia, 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 12:07:15 ET on 03/28/2022 under Order No. 2511473008 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™ - 2019 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)

Contract Specialist III
(Title)

04/06/2022
(Dated)

NEW HIDALGO CO. COURTHOUSE



CPR 57 - Pandemic Preparedness



MORGANTI

MORGANTI TEXAS, INC. | October 18, 2019
10590 Westoffice Drive, Suite 150, Houston, TX 77042
P: (281) 448-1015 | www.morganti.com

CONTENTS

New Hidalgo County Courthouse

AIA CPR 57 Amendment

AIA A133
1295 Form

Exhibit A

CPR 57.2 Pricing

Exhibit B

Qualifications, Clarifications & Assumptions

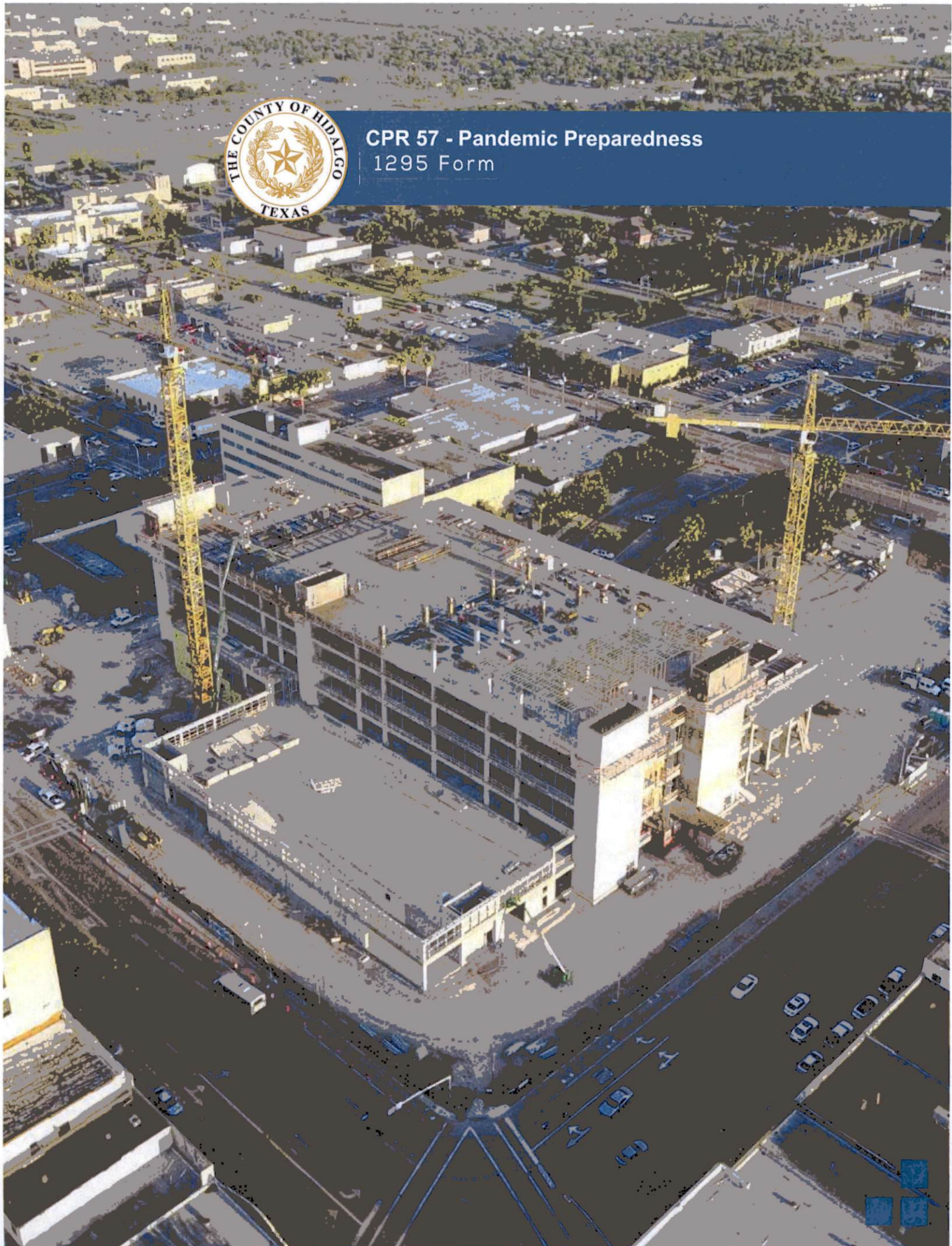
Exhibit C

Schedule





CPR 57 - Pandemic Preparedness
1295 Form



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Morganti Texas
Houston, TX United States

Certificate Number:
2021-827169

Date Filed:
11/29/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo, Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP/Q No 2017-292-A-2a13R/P
CPR 57.2 - Pandemic Preparedness

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gonzalez, Robert	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Robert Gonzalez, and my date of birth is 4/1/1975.

My address is 921 N. 15th St. (street), McAllen (city), TX (state), 78501 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 29th day of November, 20 21.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Morganti Texas
Houston, TX United States

Certificate Number:
2021-827169

Date Filed:
11/29/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo, Texas

Date Acknowledged:
12/06/2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP/Q No 2017-292-A-2a13R/P
CPR 57.2 - Pandemic Preparedness

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gonzalez, Robert	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

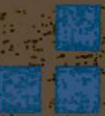
Signature of authorized agent of contracting business entity
(Declarant)



EXHIBIT A
CPR 57 Pricing

COURTROOM #302

SUMMARY	
Project Name	...
Location	...
Contract No.	...
Contract Value	...
Contract Start	...
Contract End	...
Contract Status	...
Contract Type	...
Contract Description	...





November 28, 2021

Jacobs

Change Order CO CPR 57.2 incorporates changes for pandemic preparedness.

Dear Mr. Garcia,

Listed below is the additional scope of work along with associated labor and materials to complete the work.

Description	Amount
CPR 57.2 Pandemic Preparedness	\$ 3,289,638.00
<hr/>	
Clarifications:	Sub-Total \$ 3,289,638
	Bond \$ 50,660
	Builder's Risk \$ 32,896
Refer to Sheet: E-703, E719, E-723, EP-101, EP-102, EP-108, MH-108, MH-401 & MH-402	CCIP \$ 42,765
	SDI \$ 50,660
Specs:	Permit \$ -
	Fee \$ 98,689
	Sales Tax
	Total \$ 3,565,310

Acceptance of this proposal will result in a minimum of 6 month time extension & general conditions from date of signed change order. This CO includes several allowances for corrective work that may be required due to current as built conditions. MTI reserves the right to be reimbursed for any additional cost for any corrective work required. This proposal will expire 10 days from date of original submission. Any delay in approval will result in project delays & additional costs.

Sincerely,

Robert Gonzalez

By signing this proposal, I agree to the change in scope and contract amount.

By: _____ Date: _____

Jacobs

BASE BID TABULATION

PROJECT: Hidalgo County Courthouse
CPR #57.2 - Pandemic Preparedness

Run:

Spec	Description	Opt.	Sub/Notes	CPR #57.2
010000	<u>General Conditions</u>		General Conditions	685,000.00
010000	<u>Pre Construction Services</u>			-
010001	<u>General Requirements</u>			-
400005	<u>BUILDING PERMIT CITY OF EDINBURG</u>	1	1=Reqd 2=Exclude	-
TOTAL GEN CONDITIONS				685,000.00
020000	EXISTING CONDITIONS/GENERAL REQUIREMENTS/DEMO			
029999	Final/Daily Clean		MTI	10,125.00
029999	Dust Control		MTI	12,985.00
029999	Temp Protection		MTI	17,675.00
TOTAL EXISTING CONDITIONS				40,785.00
060000	WOOD, PLASTICS, AND COMPOSITES			
061053	ROUGH CARPENTRY (ALLOWANCE)		MTI	18,335.00
TOTAL CARPENTRY				18,335.00
090000	FINISHES			
092900	GYPSUM WALLBOARD REPLACEMENT (ALLOWANCE)		Marek	31,575.00
093000	TILE REPLACEMENT (ALLOWANCE)		Vintage	17,995.00
095100	ACOUSTICAL CEILINGS REPLACEMENT (ALLOWANCE)		Marek	11,265.00
099123	INTERIOR PAINTING (ALLOWANCE)		Huerta's	18,965.00
TOTAL FINISHES				79,800.00
100000	SPECIALTIES			
102813	TOILET AND BATH ACCESSORIES (ALLOWANCE)		MTI	135,775.00
104400	ACCESSORY INSTALLATION (ALLOWANCE)		MTI	37,665.00
TOTAL SPECIALTIES				173,440.00
20000	MECHANICAL GENERAL REQUIREMENTS			
200500	HVAC		w/ MEP	928,168.00
TOTAL MECHANICAL GENERAL REQUIREMENTS				928,168.00
220000	PLUMBING			
221016	PLUMBING		Victoria Air Con	766,322.00
TOTAL PLUMBING				766,322.00
260000	ELECTRICAL			
260010	ELECTRICAL FOR HVAC		Metro	232,748.00
260533	ELECTRICAL FOR PLUMBING		Metro	25,987.00
269999	ELECTRICAL ADD FOR CPR 57.2 ALLOWANCE		MTI	39,995.00
TOTAL ELECTRICAL				298,730.00
TOTAL DIRECT COST				2,990,580.00
CONTINGENCY - 10%				299,058.00
TOTAL				3,289,638.00



EXHIBIT B
Qualifications, Clarifications & Assumptions



Qualifications, Clarifications & Assumptions
Hidalgo County Courthouse
CPR 57

Exhibit B
2/09/2022

Document Acknowledgement

This Amendment increases the 100% Guaranteed Maximum Price as documented below to incorporate Added Scope per CPR 52 Construction Documents dated November 19, 2021.

TOTAL for CPR 57: \$3,565,310.00

- This Amendment does not increase the limited allowance of \$402,669 for any items requiring additional information, design or detailing which is included in the 100% GMP.
- This Amendment does include a contingency of \$299,058.
- All previous GMP qualifications, clarifications and assumptions apply.

Division 01: General Requirements

- The proposal is for the total project only, individual line item amounts are not guaranteed and may increase or decrease as the project progresses. (This is not a Line Item Estimate). This GMP will not change except through County-approved Change Orders (or Amendments) based on changes in design.
- This Amendment to the GMP adds a minimum of 202 calendar days to the current overall project schedule and assumes approval of permitting for the remainder of the project in accordance with the construction schedule. An allowance for anticipated weather days has been included within the schedule per 1.1.12 of the A201 General Conditions.
- This GMP does not include any City of Edinburg or other AHJ plan review comments which may increase or decrease the scope of the project.
- CCIP will be utilized for General Liability Insurance at lump sum amount of 1.30% of the total contract value. Coverage for the project and subcontractors will be in accordance with the CCIP policy for onsite work. Offsite coverage for insurance will be per the subcontractor's standard policy and will not include increased limits as these would be prohibitively expensive.
- Generally, a five day work week and normal working hours are included with the ability to work necessary hours or weekends from time to time. We are unaware of any Owner restrictions on work hours.
- NO allowance for permitting costs and any other payments required by City of Edinburg is included.
- MTI has excluded any utility usage or connection fees as these are covered by the Owner.
- Coordination of the different design disciplines is presumed to be complete. Morganti reserves the right to adjust pricing accordingly should the documents indicate that further coordination is required.
- Wage rates are based on South Texas College wage rates dated 4/26/16.
- The GMP and Amendment assumes that any change orders required during the course of the project will be executed promptly and that the aggregate amount of any CCD's open where MTI is required to proceed will be limited to no more than \$200,000.

Construction Management | General Contracting | Design Build | Project Management

- This Amendment does not increase the contingency in the 100% GMP. The contingency included in the 100% GMP is to be utilized by the Construction Manager as needed during the construction process. Issues for which this contingency may be used include, but are not limited to: expediting, temporary protection, overtime, shiftwork, scope gaps, subcontractor failures, low estimates, weather protection, escalation, deductibles, cost overruns and other circumstances that may arise or that may not be quantifiable prior to creation of the GMP. This contingency is not intended to be used for changes in the scope of the work or to cover errors or omissions in the construction documents. Any contingency remaining at the conclusion of the project will be treated as savings and returned to the Owner in accordance with the contract.
- Refer to Document Entitled "Allowances – Exclusions". Adjustments to the GMP HAVE NOT been made in response to the Response Comments from HDR Architects.

Division 03: Concrete

- N/A

Division 04: Masonry

- N/A

Division 05: Metals

- N/A

Division 06: Woods, Plastics, and Composites

- MTI has included and allowance of \$18,335 for Rough Carpentry.

Division 07: Thermal & Moisture Protection

- N/A

Division 08: Openings

- N/A

Division 09: Finishes

- MTI has included the following allowances for Finishes:
 - \$31,575 for gypsum boards replacements.
 - \$17,995 for ceramic tile replacement.
 - \$11,265 for acoustical ceiling replacement.
 - \$18,965 for interior painting.

Division 10: Specialties

- MTI has included the following allowances for Specialties:
 - \$135,775 for toilet & bath accessories
 - \$37,665 for accessory installation

Division 11: Equipment

- N/A

Division 12: Furnishings

- N/A

Division 13: Special Construction

- N/A

Division 14: Conveying Equipment

- N/A

Division 21: Fire Suppression

- MTI has excluded any painting of piping.

Division 22: Plumbing

- MTI has excluded any painting of plumbing system.
- MTI has excluded any systems for gases, devices or equipment.
- MTI has excluded all plumbing not shown on contract documents.

Division 23: HVAC

- MTI has excluded any painting of HVAC systems.
- MTI has excluded any commissioning by 3rd party; HVAC will assist 3rd party agent contracted by Owner.
- MTI has excluded Sound Analysis Testing.
- MTI has excluded dehumidifiers.
- MTI has excluded all HVAC not shown on contract documents.
- MTI has excluded ductwork cleaning.

Division 26: Electrical

- MTI has excluded the raceway, labor, and cost for primary electrical service entrance from electrical pole to primary load of Utility transformer as we understand this is to be provided by the utility provider.
- MTI has excluded any painting of electrical systems.
- MTI has excluded the cost of additional lighting modifications due to an incomplete emergency and egress lighting.
- MTI has excluded all electrical not shown on contract documents.
- MTI has included an alternative light fixture package in the 100% GMP. Any adjustments requested will need to be maintained within the current pricing structure.
- MTI has included an allowance of \$39,995 for electrical hand dryers.

Division 27: Communications

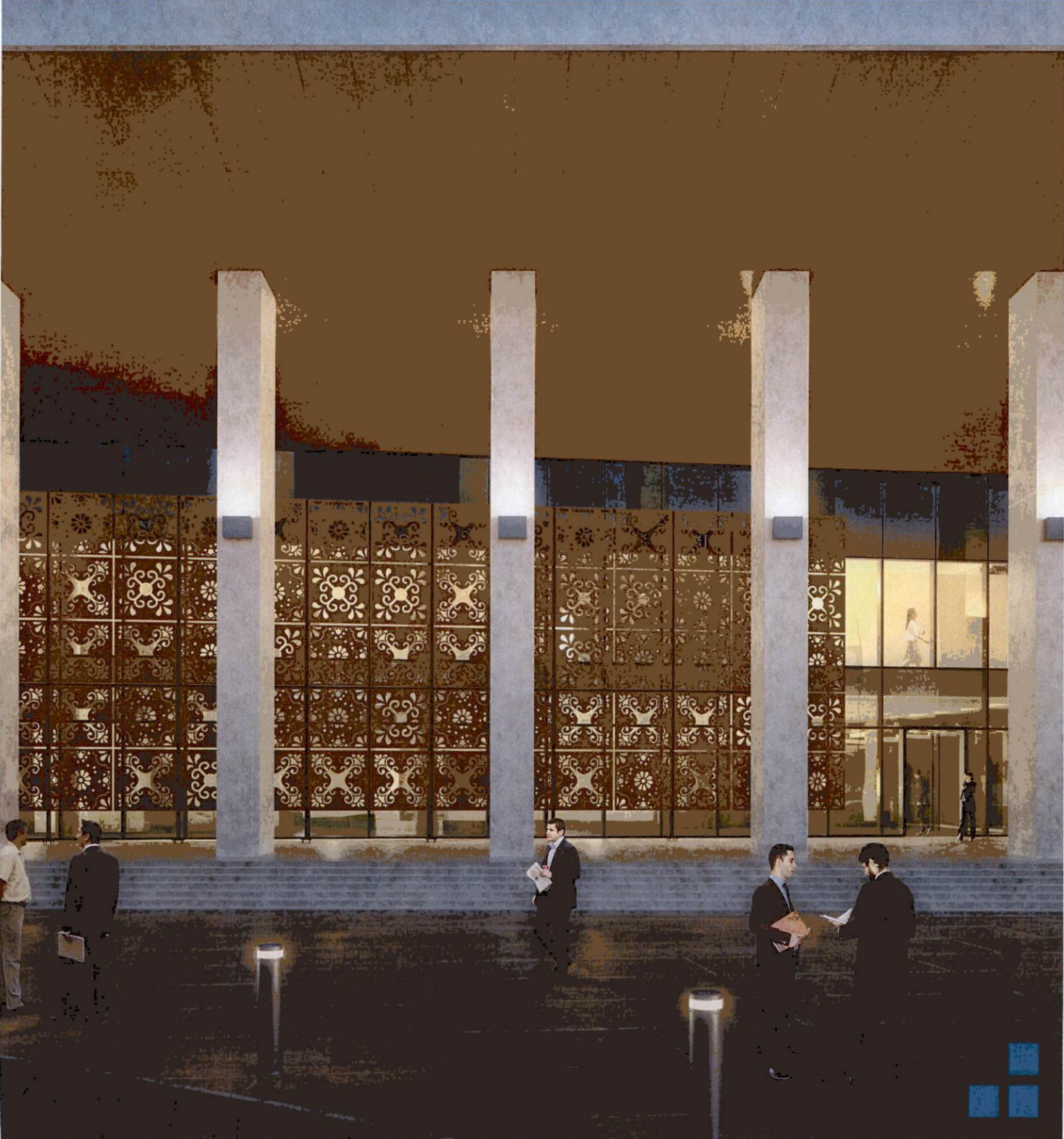
- N/A

Division 28: Electronic Safety Security

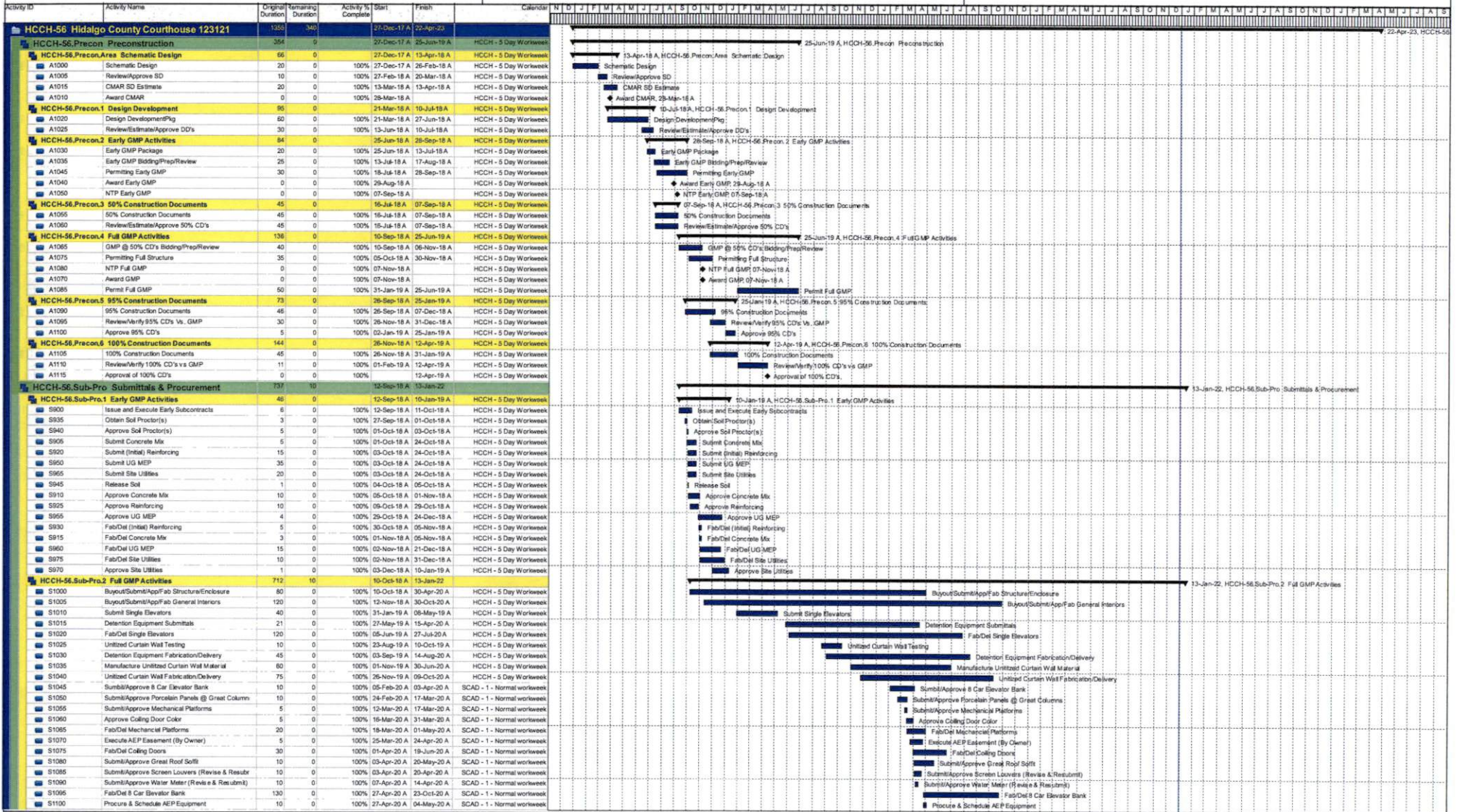
- N/A



EXHIBIT C
Schedule

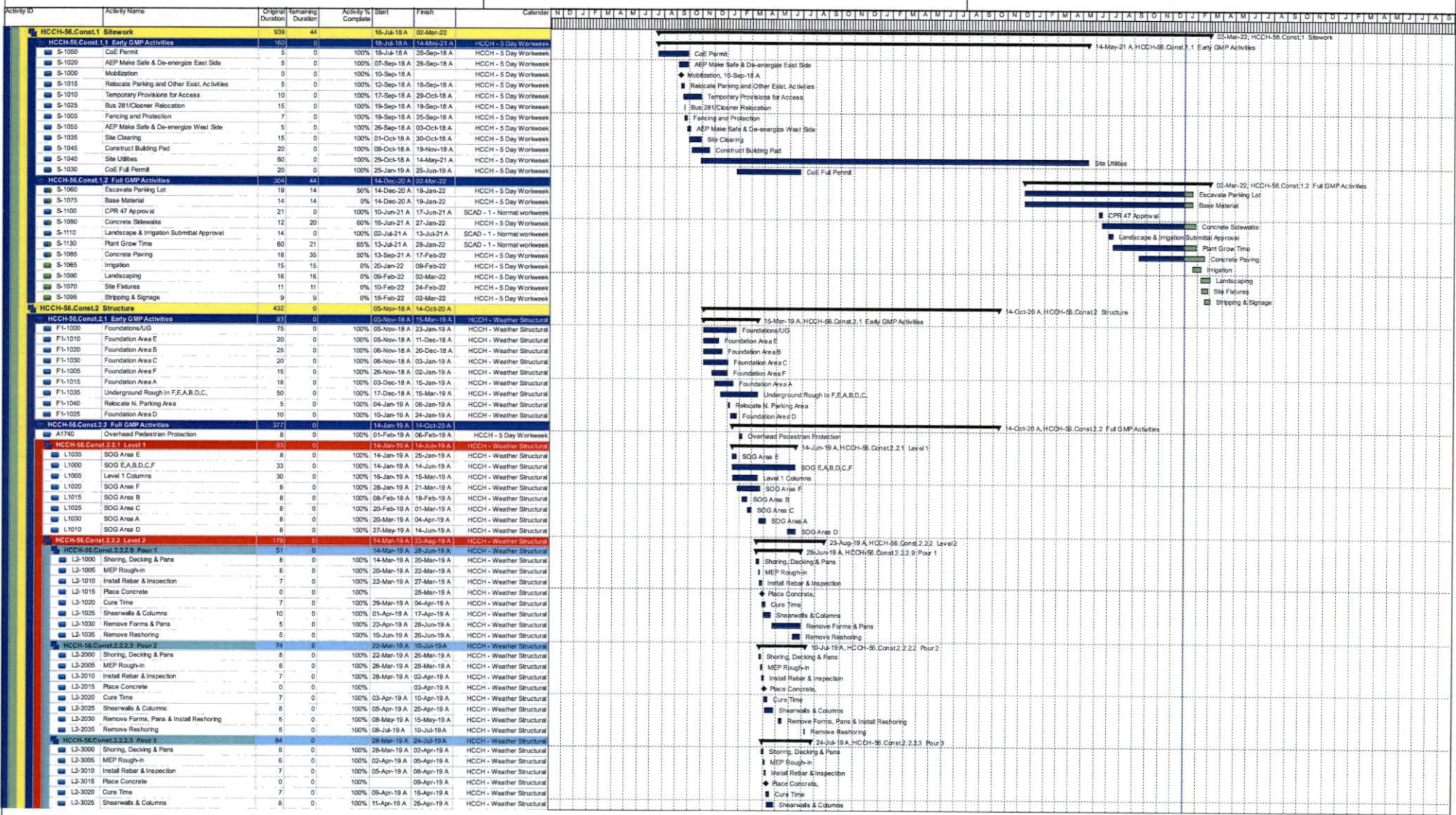


New Hidalgo County Courthouse Edinburg, Texas



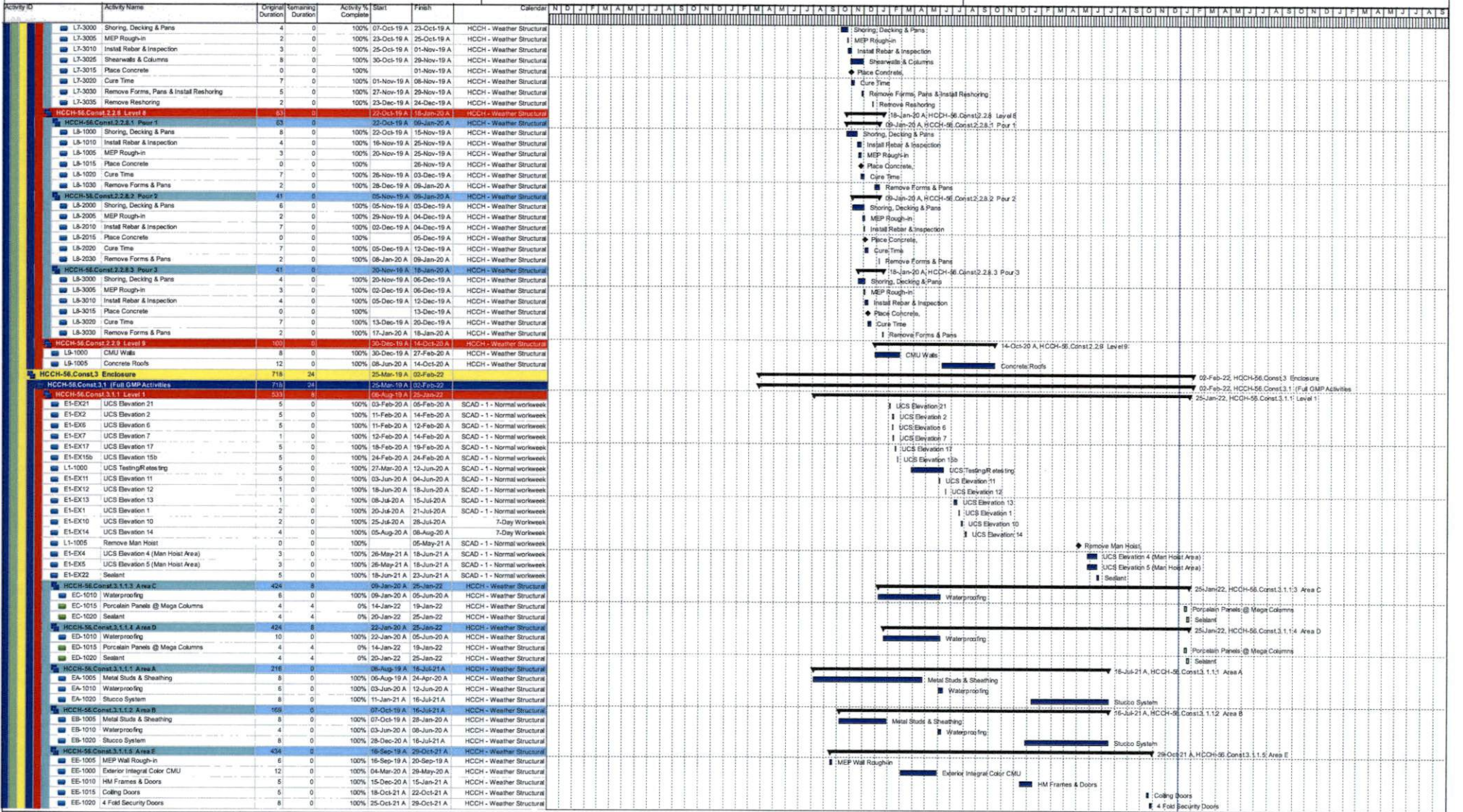
█ Actual Level of Effort █ Remaining Work █ Critical Remaining Work
█ Actual Work █ Critical Remaining Work ◆ Milestone → summary

New Hidalgo County Courthouse Edinburg, Texas



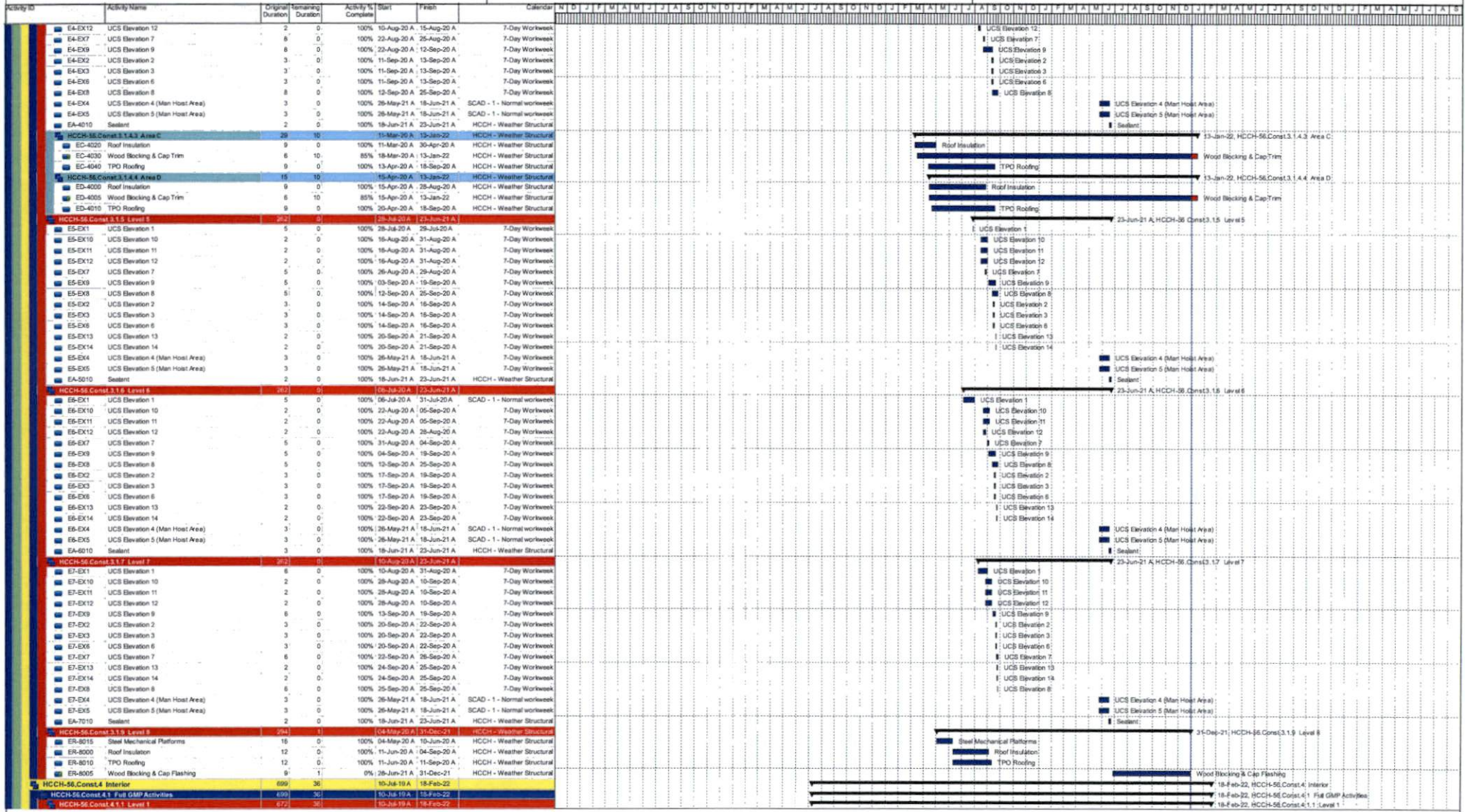
█ Actual Level of Effort
 █ Remaining Work
 █ Critical Remaining Work
 ◆ Milestone
 ◆ summary

New Hidalgo County Courthouse Edinburg, Texas



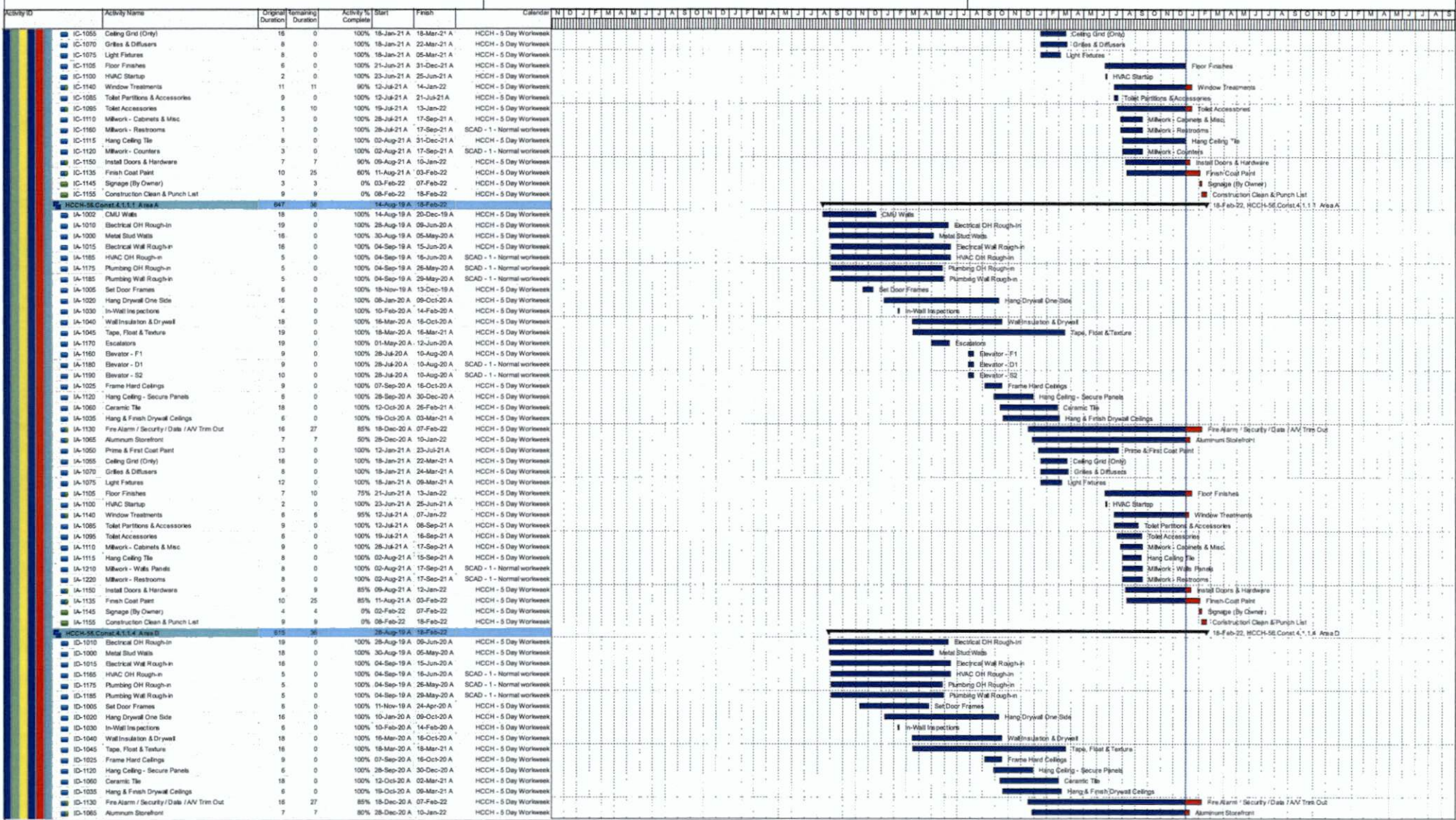
█ Actual Level of Effort █ Remaining Work █ Critical Remaining Work ◆ Milestone
█ Actual Work █ Critical Remaining Work → summary

New Hidalgo County Courthouse Edinburg, Texas



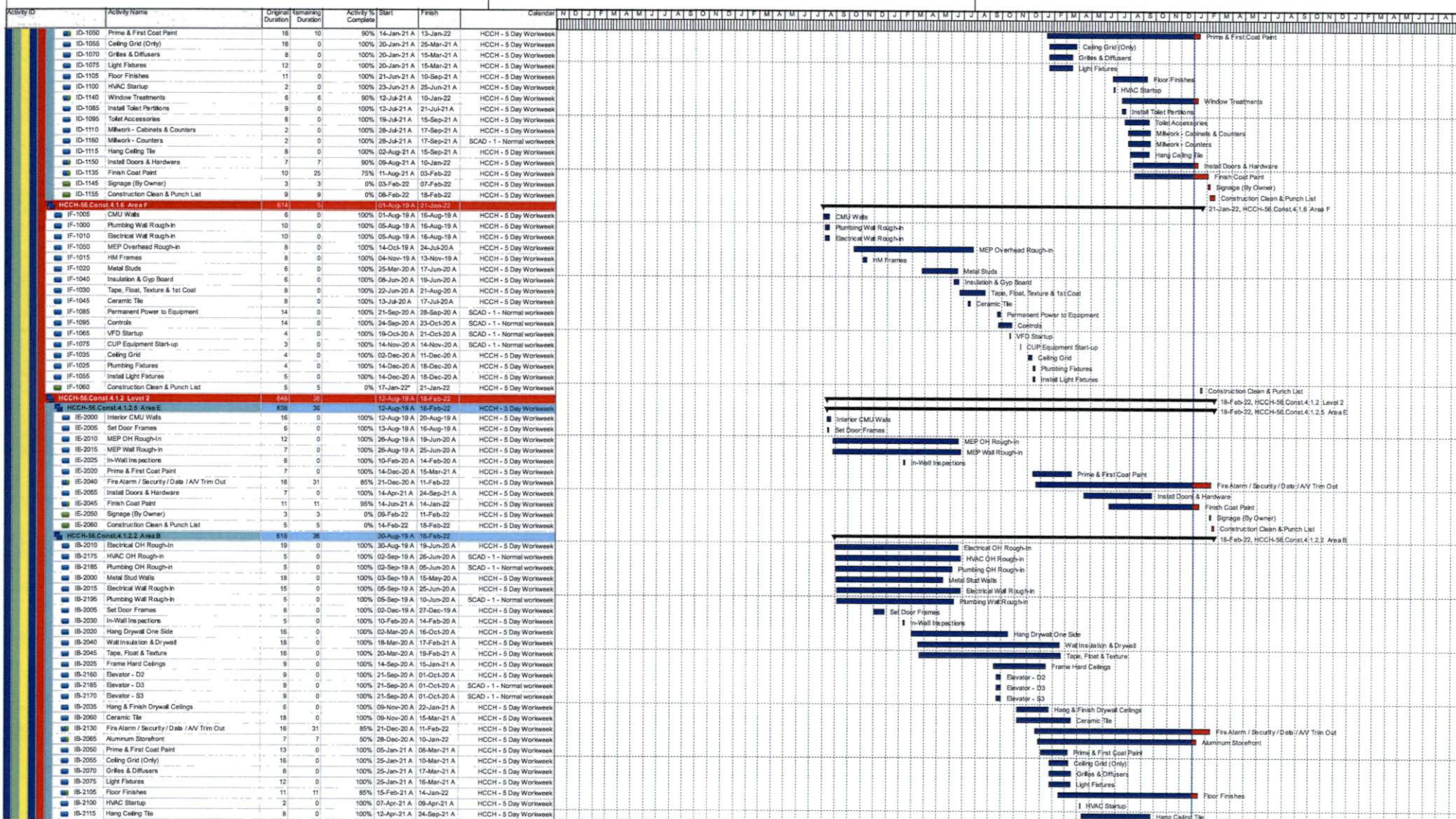
█ Actual Level of Effort █ Remaining Work █ Critical Remaining Work ◆ Milestone
█ Actual Work █ Critical Remaining Work → summary

New Hidalgo County Courthouse Edinburg, Texas

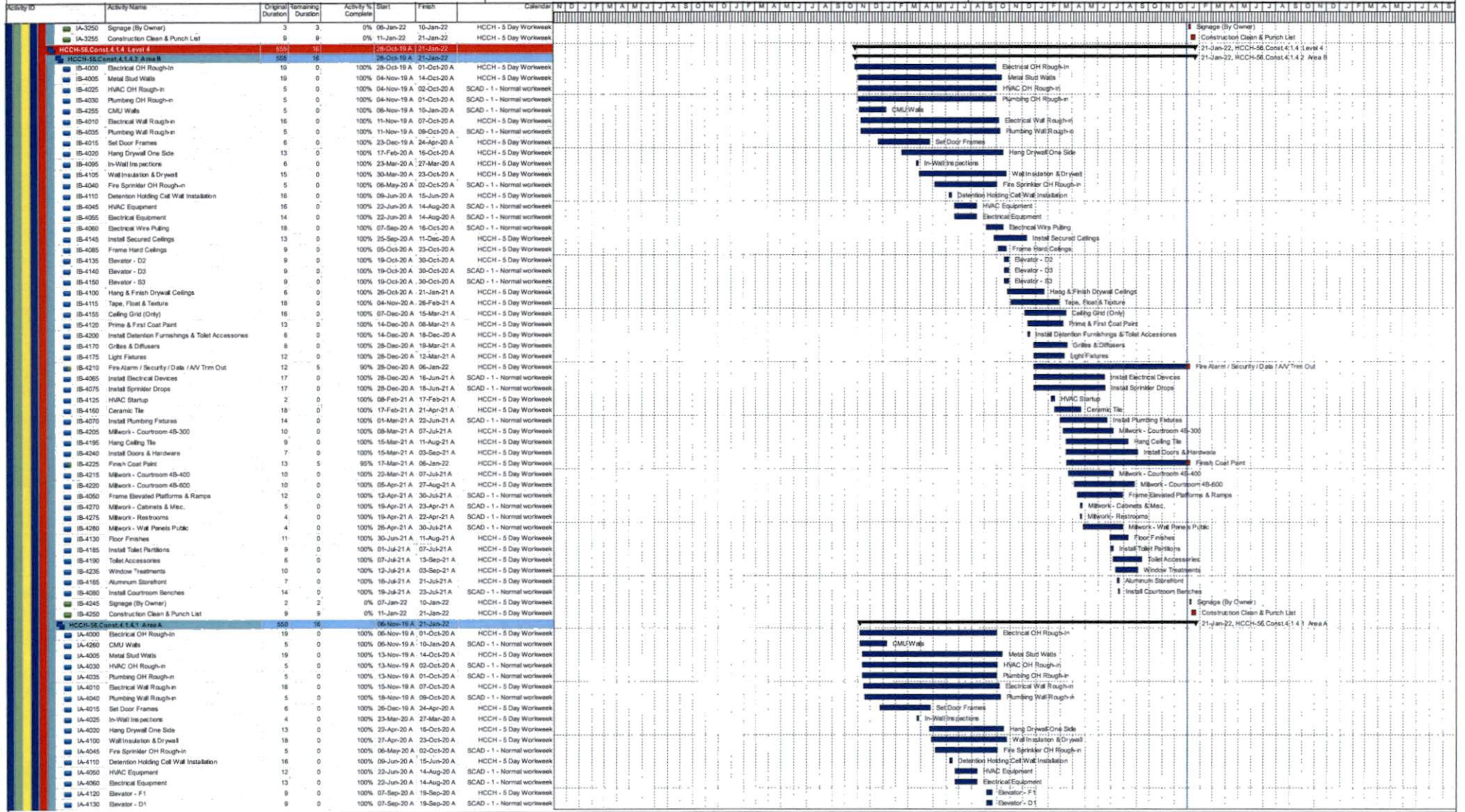


■ Actual Level of Effort ■ Remaining Work ■ Critical Remaining Work ◆ Milestone
▬ Actual Work ▬ Critical Remaining Work → summary

New Hidalgo County Courthouse Edinburg, Texas



New Hidalgo County Courthouse Edinburg, Texas



█ Actual Level of Effort █ Remaining Work █ Critical Remaining Work
█ Actual Work █ Milestone █ summary

New Hidalgo County Courthouse Edinburg, Texas



█ Actual Level of Effort
 █ Remaining Work
 █ Critical Remaining Work
 ◆ Milestone
 summary

