

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 27th day of April in the year 2026, 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 26th day of April in the year 2021 (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Webb County Fairgrounds Project
Phase II-Package 2 (including but not limited to Site Work, Expo Hall, Secondary Arena,
Pavilion, & Dirt Barn)
7128 E. Saunders
Laredo, Texas 78043

THE OWNER:
(Name, legal status, and address)

Webb County, Texas
1000 Houston Street
Laredo, Texas 78040
Telephone: 956.523.4000

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Levendecker Construction of Texas, Inc.
4220 Sanders Avenue
Laredo, Texas 78041
Telephone: 722-0531

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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 Webb County Fairgrounds Project, Phase 2 Package 2 (Site Work, Fairground Expo Hall, Secondary Arena, Pavilion & Dirt Barn Construction). As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum as the term

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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is defined in Article 5.1 of the Agreement shall not exceed. The Contract Sum consists of the total of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement, plus the general conditions as that term is defined in Article 6.1.5 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Forty-Four Million Two Hundred Seventeen Thousand Two Hundred Ten Dollars Fifty-Five Cents (\$ 44,217,210.55), 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.)

See Exhibit "A", which is incorporated by reference and made party of the Guranteed Maximum Price Amendment.

§ 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 shall only be by agreement of the Owners' Commissioners Court.

§ A.1.1.5 **Alternates**

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

Item	Price
<u>N/A</u>	<u>N/A</u>

§ 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
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

§ 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)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work 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.)

See below

The commencement date will be the first business day after the Construction Manager's receipt of the written "Notice to Proceed". The "Notice to Proceed" shall not be issued by Architect until the Agreement has been signed by the Construction Manager, approved by the Owner's Commissioners Court, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurances, in compliance with Article 11 of the AIA document A201-2017, and the A133-2019 Exhibit B, as amended.

§ 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 diligently prosecute and achieve Substantial Completion of the entire Work:

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

[☒] Not later than Three-Hundred Sixty Five (365) calendar days from the date of commencement of the Work.

[☐] By the following date:

Final Completion shall be thirty (30) calendar days after the date of Substantial Completion subject to adjustments of the Contract Time as provided in the Contract Documents.

§ 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
N/A

Substantial Completion Date
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 7.3 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	Pages
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§ A.3.1.2 The following Specifications:

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

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:

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

Number	Title	Date
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§ 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
N/A

Date
N/A

Pages
N/A

Other identifying information:

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

Item	Price
Acoustical AV	\$ 600,000.00
<u>Landscaping</u>	<u>\$ 452,100.00</u>
<u>Pathways</u>	<u>\$ 845,100.00</u>
<u>Theater Equip. Pavilion Staging Rigging</u>	<u>\$ 900,000.00</u>
<u>Technology Security</u>	<u>\$ 350,000.00</u>
<u>Wayfinding and Monument Signs</u>	<u>\$1,400,000.00</u>
<u>Synthetic Turf</u>	<u>\$ 500,000.00</u>
<u>Expo Hall Portable Performance Stage</u>	<u>\$ 700,000.00</u>

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

§ 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.)

N/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.)

N/A

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

WEBB COUNTY: LEYENDECKER CONSTRUCTION OF TEXAS, INC.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

ATTEST:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Fortunato G. Paredes

Assistant General Counsel

Webb County Civil Legal Division

*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s).

EXHIBIT A

**WEBB COUNTY FAIRGROUNDS PROJECT
PHASE 2 PACKAGE 2**

1	COST DISTRIBUTION			
2	EXPO HALL			COST
3	CONCRETE		\$	2,917,707.00
4	FINE GRADING			
5	CONCRETE FOUNDATION			
6	CONCRETE PIERS			
7	CONCRETE MATERIALS			
8	REINFORCING STEEL			
9	CONCRETE ACCESSORIES			
10				
11	MASONRY		\$	1,052,000.00
12	MASONRY MATERIALS (STONE AND CMU)			
13	MASONRY LABOR			
14	MORTAR			
15	MASONRY REINFORCING			
16				
17	METALS		\$	3,773,078.00
18	MISC METALS			
19	RAILINGS			
20	MEZZANINE			
21	PRE ENGINEERED METAL BUILDING			
22	BUILDING ERECTION			
23	METAL BUILDING ROOF INSULATION			
24	METAL SOFFIT			
25	LOUVERS AT ENDWALLS			
26				
27	WOODS AND PLASTICS		\$	138,500.00
28	MISC WOOD FRAMING (PARAPETS)			
29	ANCHORS AND FASTENERS			
30	MILL WORK			
31	FIRE RATED PLYWOOD			
32	STAINLESS STEEL COUNTERS			
33				

**WEBB COUNTY FAIRGROUNDS PROJECT
PHASE 2 PACKAGE 2**

34	COST DISTRIBUTION				
35	EXPO HALL				
36	THERMAL AND MOISTURE PROTECTION			\$	687,139.00
37	VAPOR BARRIERS				
38	WALL INSULATION				
39	EXTERIOR RIGID BOARD INSULATION				
40	TPO ROOFING				
41					
42	DOORS WINDOWS GLASS			\$	666,802.00
43	HOLLOW METALS, FRAMES, DOORS, HARDWARE				
44	INSTALLATION				
45	WINDOWS AND STOREFRONTS				
46	OVERHEAD DOORS AND GRILLES				
47					
48	FINISHES			\$	1,139,115.00
49	DRYWALL				
50	ACOUSTICAL CEILINGS				
51	FLOORING LVT				
52	BASE				
53	CERAMIC TILE FLOOR AND WALLS				
54	PAINT				
55	ACT				
56	GYP BOARD CEILINGS				
57	SEALED CONCRETE				
58	RESINOUS FLOORING				
59					
60	SPECIALTIES			\$	103,000.00
61	TOILET ACCESSORIES AND PARTITIONS				
62	FIRE EXTINGUISHERS				
63					
64	EQUIPMENT			\$	415,000.00
65	KITCHEN EQUIPMENT				
66					

EXHIBIT A
WEBB COUNTY FAIRGROUNDS PROJECT
PHASE 2 PACKAGE 2

67	COST DISTRIBUTION				
68	EXPO HALL				
69	MECHANICAL				
70	GENERAL PLUMBING				\$ 1,000,000.00
71	HVAC				\$ 2,375,000.00
72	FIRE PROTECTION				\$ 258,000.00
73	FIRE PUMP				\$ 85,000.00
74					
75	ELECTRICAL				\$ 3,758,500.00
76	ELECTRICAL				
77	FIRE ALARM/SECURITY				
78					
79	SUB TOTAL EXPO HALL				\$ 18,368,841.00
80	2-4-26 COST ADJUSTMENTS				
81	DRILLED PIERS				\$ 6,564.00
82	REINFORCING STEEL				\$ 2,353.00
83	GLASS				\$ 4,750.00
84	ELECTRICAL				\$ 41,500.00
85					
86	REVISED SUB TOTAL EXPO HALL				\$ 18,424,008.00
87	CONTRACTED CMAR FEE			6.24%	\$ 1,149,658.10
88	TOTAL EXPO HALL				\$ 19,573,666.10
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LEYENDECKER CONSTRUCTION OF TEXAS, INC.
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EXHIBIT A

**WEBB COUNTY FAIRGROUNDS PROJECT
PHASE 2 PACKAGE 2**

100	COST DISTRIBUTION			
101	SECONDARY ARENA			COST
102	CONCRETE			
103	CONCRETE FOUNDATION			
104	CONCRETE RETAINING WALLS		\$	2,210,572.00
105	CONCRETE PIERS			
106	CONCRETE MATERIALS			
107	REINFORCING STEEL			
108	CONCRETE ACCESSORIES			
109				
110	MASONRY		\$	590,000.00
111	MASONRY MATERIALS (STONE AND CMU)			
112	MASONRY LABOR			
113	MORTAR			
114	MASONRY REINFORCING			
115				
116	METALS		\$	3,641,000.00
117	MISC METALS			
118	RAILINGS			
119	MEZZANINE			
120	PRE ENGINEERED METAL BUILDING			
121	BUILDING ERECTION			
122	METAL BUILDING ROOF INSULATION			
123	LOUVER DETAIL			
124				
125	WOODS AND PLASTICS		\$	147,500.00
126	MISC WOOD FRAMING (PARAPETS)			
127	ANCHORS AND FASTENERS			
128	MILL WORK			
129	FIRE RATED PLYWOOD			
130	STAINLESS STEEL COUNTERS			
131				
132				

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**WEBB COUNTY FAIRGROUNDS PROJECT
PHASE 2 PACKAGE 2**

133	COST DISTRIBUTION				
134	SECONDARY ARENA				
135	THERMAL AND MOISTURE PROTECTION		\$	448,400.00	
136	VAPOR BARRIERS				
137	WALL INSULATION				
138	EXTERIOR RIGID BOARD INSULATION				
139	TPO ROOFING				
140					
141	DOORS WINDOW GLASS		\$	792,900.00	
142	HOLLOW METALS, FRAMES, DOORS, HARDWARE				
143	INSTALLATION				
144	WINDOWS AND STOREFRONTS				
145	OVERHEAD DOORS AND GRILLES				
146					
147	FINISHES		\$	723,900.00	
148	DRYWALL				
149	ACOUSTICAL CEILINGS				
150	FLOORING LVT				
151	BASE				
152	CERAMIC TILE FLOOR AND WALLS				
153	PAINT				
154	ACT				
155	GYP BOARD CEILINGS				
156	SEALED CONCRETE				
157	RESINOUS FLOORING				
158	SPECIALTIES		\$	111,000.00	
159	TOILET ACCESSORIES AND PARTITIONS				
160	FIRE EXTINGUISHERS				
161					
162	EQUIPMENT				
163	KITCHEN EQUIPMENT		\$	135,200.00	
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EXHIBIT A

**WEBB COUNTY FAIRGROUNDS PROJECT
PHASE 2 PACKAGE 2**

166	COST DISTRIBUTION				
167	SECONDARY ARENA				
168	FURNISHINGS			\$	367,450.00
169	BLEACHERS				
170					
171	MECHANICAL			\$	1,630,000.00
172	GENERAL PLUMBING				
173	FIRE PROTECTION				
174	HVAC				
175					
176	ELECTRICAL			\$	1,981,700.00
177	ELECTRICAL				
178	FIRE ALARM/SECURITY				
179					
180	SUB TOTAL SECONDARY ARENA			\$	12,779,622.00
181	2-4-26 COST ADJUSTMENTS				
182	ADDED COST PIERS			\$	6,340.00
183	ADDED COST REBAR			\$	2,209.00
184	ADDED COST GLASS			\$	4,814.00
185	ADDED COST ELECTRICAL			\$	18,300.00
186					
187	REVISED SUB TOTAL SECONDARY ARENA			\$	12,811,285.00
188	CONTRACTED CMAR FEE		6.24%	\$	799,424.18
189	TOTAL SECONDARY ARENA			\$	13,610,709.18
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EXHIBIT A

**WEBB COUNTY FAIRGROUNDS PROJECT
PHASE 2 PACKAGE 2**

199	COST DISTRIBUTION				
200	PAVILION				COST
201	CONCRETE			\$	896,962.00
202	CONCRETE FOUNDATION				
203	CONCRETE PIERS				
204	CONCRETE MATERIALS				
205	REINFORCING STEEL				
206	CONCRETE ACCESSORIES				
207	SAWCUTTING				
208					
209	METALS			\$	1,654,068.00
210	MISC METALS				
211	RAILINGS				
212	PRE ENGINEERED METAL BUILDING				
213	BUILDING ERECTION				
214	LINER PANEL AT ROOF AREA				
215					
216	THERMAL AND MOISTURE PROTECTION			\$	20,000.00
217	CAULKING AND SEALANTS				
218					
219	FINISHES			\$	140,284.00
220	DRYWALL/LINER PANEL				
221	PAINT				
222					
223	MECHANICAL				
224	FIRE PROTECTION			\$	79,600.00
225	CEILING FAN ALLOWANCE			\$	35,000.00
226					
227	ELECTRICAL			\$	394,300.00
228	ELECTRICAL				
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**WEBB COUNTY FAIRGROUNDS PROJECT
PHASE 2 PACKAGE 2**

232	COST DISTRIBUTION				
233	PAVILION				
234	SUB TOTAL PAVILION				COST
235	2-4-26 COST ADJUSTMENTS				\$ 3,220,214.00
236	DRILLED PIERS				\$ 570.00
237	REINFORCING STEEL				\$ 806.00
238	ELECTRICAL				\$ 5,700.00
239					
240	REVISED SUB TOTAL PAVILION				\$ 3,227,290.00
241	CONTRACTED CMAR FEE			6.24%	\$ 201,382.90
242	TOTAL PAVILION				\$ 3,428,672.90
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**WEBB COUNTY FAIRGROUNDS PROJECT
PHASE 2 PACKAGE 2**

265	COST DISTRIBUTION				
266	ALLOWANCES/Common Site Improvements/Data Cabling				
267	ALLOWANCES PER AE				
268	ACOUSTICAL AV			\$	600,000.00
269	LANDSCAPING			\$	450,000.00
270	PATHWAYS			\$	843,000.00
271	THEATER EQUIPMENT PAVILION STAGE RIGGING			\$	900,000.00
272	TECHNOLOGY SECURITY			\$	350,000.00
273	WAYFINDING AND MONUMENT SIGNS			\$	1,400,000.00
274	SYNTHETIC TURF			\$	500,000.00
275	EXPO HALL PORTABLE PERFORMANCE STAGE			\$	700,000.00
276					
277	SUB TOTAL ALLOWANCES			\$	5,743,000.00
278	2-4-26 COST ADJUSTMENTS				
279	PATHWAYS			\$	2,100.00
280					
281	REVISED SUB TOTAL ALLOWANCES			\$	5,745,100.00
282	CONTRACTED CMAR FEE		6.24%	\$	358,494.24
283	TOTAL ALLOWANCES			\$	6,103,594.24
284					
285	COMMON SITE IMPROVEMENTS			\$	255,700.00
286	SITE GATES				
287	ENTRY STRUCTURE MASONRY COLUMNS				
288	FENCE MASONRY COLUMNS				
289	ORNAMENTAL IRON FENCING				
290	STRUCTURAL STEEL ENTRY PORTAL				
291					
292	SUB TOTAL			\$	255,700.00
293	CONTRACTED CMAR FEE		6.24%	\$	15,955.68
294	TOTAL COMMON SITE IMPROVEMENTS			\$	271,655.68
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**WEBB COUNTY FAIRGROUNDS PROJECT
PHASE 2 PACKAGE 2**

298	COST DISTRIBUTION				
299		ALLOWANCES/COMMON SITE IMPROVEMENTS/DATA CABLING			
300	DATA CABLING			\$	215,467.93
301	SUB TOTAL			\$	215,467.93
302	CONTRACTED CMAR FEE		6.24%	\$	13,445.20
303	TOTAL DATA CABLING			\$	228,913.13
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**WEBB COUNTY FAIRGROUNDS PROJECT
PHASE 2 PACKAGE 2**

PROJECT COST SUMMARY				
331				
332	EXPO HALL		\$	19,573,666.10
333	SECONDARY ARENA		\$	13,610,709.18
334	PAVILION		\$	3,428,672.90
335		SUB TOTAL BUILDINGS	\$	36,613,048.18
336				
337	ALLOWANCES		\$	6,103,594.24
338	COMMON SITE IMPROVEMENTS		\$	271,655.00
339	DATA CABLING		\$	228,913.13
340		SUB TOTAL	\$	6,604,162.37
341				
342		TOTAL	** \$	43,217,210.55
343	**NO CONTINGENCY ALLOWANCE INCLUDED			
344				
345		CURRENT CONTRACT ON		
346		SITE IMPROVEMENTS	* \$	20,970,011.35
347		TOTAL	\$	64,187,221.90
348	*INCLUDING ALLOWANCE OF \$1,000,000.00			