



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 17th day of December in the year 2024, 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 18th day of June in the year 2024 (the "Agreement")
(In words, indicate day, month, and year.)

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

2023 Bond Program New Construction and Renovations to ECISD
New Middle School

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

Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761

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

Allen Teinert Construction Co., Inc. dba Teinert Construction
1402 Crickets Ave.
Lubbock, TX 79401

WHEREAS, Ector County Independent School District (hereinafter referred to as "Owner") and Teinert Construction (hereinafter referred to as "Construction Manager") desire to enter into a contract under which Construction Manager will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Construction Manager have agreed to enter into AIA Document A133™-2019 Exhibit A Contract ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Construction Manager on this project, Owner and Construction hereby agree to the following amendments to the Contract:

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

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.

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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. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum, as the term is defined in Article 6.1 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 7 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 Ninety Three Million Six Hundred Twenty Three Hundred Sixty Six Dollars (\$ 93,620,366.00), 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.)

See GMP Summary Exhibit D

§ 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	Conditions for Acceptance
N/A		

(Table deleted)

(Paragraphs deleted)

§ 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)
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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.)

January 6, 2025

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 Board of Trustees, signed by the Owner’s authorized representative, and Owner and

Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of the AIA document A201-2017, and the A133-2019 Exhibit B.

§ 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 () calendar days from the date of commencement of the Work.

By the following date: 9/25/2026

Final Completion shall be 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	Substantial Completion Date
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§ 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 6.1.11 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
See Attached Exhibit C			

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

See Attached Exhibit B

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.)

See Attached Exhibit A

Number	Title	Date
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Other identifying information:

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
Graffiti-Resistant Coating	\$150,000.00
Foodservice Equipment (excluded items)	\$52,000.00
Vibration and Seismic Controls	\$135,000.00
Internal Lift Station Components	\$65,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

See Attached Assumptions and Clarifications Exhibit D

§ 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.)

See Attached Exhibit D

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

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

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 12:30:58 ET on 12/13/2024.

PAGE 1

This Amendment dated the 17th day of December in the year 2024, 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 18th day of June in the year 2024 (the "Agreement")

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2023 Bond Program New Construction and Renovations to ECISD
New Middle School

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Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79761

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(Name, legal status, and address)

Allen Teinert Construction Co., Inc. dba Teinert Construction
1402 Crickets Ave.
Lubbock, TX 79401

WHEREAS, Ector County Independent School District (hereinafter referred to as "Owner") and Teinert Construction (hereinafter referred to as "Construction Manager") desire to enter into a contract under which Construction Manager will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Construction Manager have agreed to enter into AIA Document A133™-2019 Exhibit A Contract ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Construction Manager on this project, Owner and Construction hereby agree to the following amendments to the Contract:

PAGE 2

Pursuant to Section 3.2.6 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~~ Sum, as the term is defined in Article 6.1 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 ~~6-7~~ 6-7 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 Ninety Three Million Six Hundred Twenty Three Hundred Sixty Six Dollars (\$ 93,620,366.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

See GMP Summary Exhibit D

<u>Item</u>	<u>Price</u>	<u>Conditions for Acceptance</u>
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.)*

<u>Item</u>	<u>Price</u>	<u>Conditions for Acceptance</u>
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...
[X] Established as follows:
...

January 6, 2025

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. 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 Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of the AIA document A201-2017, and the A133-2019 Exhibit B.

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§ 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:

...
[X] By the following date: 9/25/2026

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

...
§ A.2.3.3 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~~ 6.1.11 of the Agreement.

...
See Attached Exhibit C

See Attached Exhibit B

...

See Attached Exhibit A

...

Other identifying information:

§ 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
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Other identifying information:

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<u>Graffiti-Resistant Coating</u>	<u>\$150,000.00</u>	
<u>Foodservice Equipment (excluded items)</u>	<u>\$52,000.00</u>	
<u>Vibration and Seismic Controls</u>	<u>\$135,000.00</u>	
<u>Internal Lift Station Components</u>	<u>\$65,000.00</u>	

...

See Attached Assumptions and Clarifications Exhibit D

...

N/A

...

See Attached Exhibit D

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Chad Henthorn, 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 12:30:58 ET on 12/13/2024 under Order No. 3104239132 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)