



AIA[®] Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Thirty-first day of July in the year Two Thousand Twenty-Five, 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 Thirty-first day of July in the year Two Thousand Twenty-Five (the “Agreement”)

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

for the following **PROJECT:**

(Name and address or location)

Country Lakes Property
John Pain Road
Denton, TX 76226

THE OWNER:

(Name, legal status, and address)

Denton ISD
230 N. Mayhill Road
Denton, Texas

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

BWC Education Group
963 South Loop 340
Waco, Texas 76706

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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 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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Eight Hundred and Sixty-Seven Thousand Two Hundred Fifty-One Dollars and Zero Cents (\$ 867,251.00), subject to additions and deductions by Change Order as

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.

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.)

Reference Attachment "A"

§ 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 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.)

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:

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

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

[X] By the following date: 10-31-2025

§ 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	

§ 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	Pages
N/A			

§ 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
N/A			

§ 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	Date	Pages
N/A		

Other identifying information:

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

Item	Price
100,000 Water Allowance	

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

N/A

§ 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:

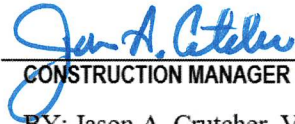
(List name, discipline, address, and other information.)

N/

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)

BY: Jason A. Crutcher, VP of Operations

(Printed name and title)

**Denton ISD**

Country Lakes Property
Denton, Texas

Documents Dated
Date 6/26/2025

Total Bldg. Area
585000

GMP

CODE	ITEM	LABOR	MATERIAL	SUB	TOTAL	\$/SqFt
02 00 00	Existing Conditions				661,932.00	
02 41 19	Earthwork and Temp Irrigation	XXXXXX	661,932	XXXXXX	661,932	1.13

	EXTERIOR IMPROVEMENTS					0	
	None	XXXXXX	XXXXXX	XXXXXX	0		0.00

	GENERAL REQUIREMENTS					25,000.00	
	Building Permit	By Owner	XXXXXX	XXXXXX	XXXXXX	0	0.00
	Ice/Water		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Safety - First Aid		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Jobsite Signage		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Communications		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Temp Fencing		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Temp Roads		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Temp Electric Service		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Temp Water Service		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Temp Toilets		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Field Office Rental		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Storage Trailer		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Field Office supplies		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Vehicle Maintenance		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Fuel		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Project Superintendent		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Project Manager		25,000	XXXXXX	XXXXXX	25,000	0.04
	Project Engineer		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Operations Director		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Construction Cleaning		XXXXXX	XXXXXX	XXXXXX	0	0.00
	Final Cleaning		XXXXXX	XXXXXX	XXXXXX	0	0.00

	Dumpsters		XXXXXX	XXXXXX	XXXXXX	0		0.00
	Day Labor		XXXXXX	XXXXXX	XXXXXX	0		0.00
	Licensed Surveyor		XXXXXX	XXXXXX	XXXXXX	0		0.00
	Subsurface Utility Engineering		XXXXXX	XXXXXX	XXXXXX	0		0.00
	Document Printing		XXXXXX	XXXXXX	XXXXXX	0		0.00
	Pre-Build Control		XXXXXX	XXXXXX	XXXXXX	0		0.00
	Testing	BY OWNER	XXXXXX	XXXXXX	XXXXXX	0		0.00
	Special Inspections		XXXXXX	XXXXXX	XXXXXX	0		0.00
	Equipment Rental		XXXXXX	XXXXXX	XXXXXX	0		0.00
	Small Tools		XXXXXX	XXXXXX	XXXXXX	0		0.00
	CONTINGENCY ALLOWANCES						100,000	
	Construction Contingency Allowance		XXXXXX	XXXXXX	XXXXXX	0		0.00
	Owner Contingency Allowance		XXXXXX	100,000	XXXXXX	100,000		0.17
	SUBTOTAL		25,000	761,932	-	786,932	786,932.00	1.35
	GL Insurance	0.81%	XXXXXX	XXXXXX	5,560	5,560		
	Bldrs Risk	0.25%	XXXXXX	XXXXXX	2,000	2,000		
	Sub-Bond	0.0%	XXXXXX	XXXXXX	XXXXXX	-		
						794,492		
	Construction Fee Lump Sum					63,559		
	Payment & Performance Bond					9,200		
						867,251		1.48
	Preconstruction Fee		XXXXXX	XXXXXX	XXXXXX	0		
	Total					867,251		