



AMENDMENTS TO
A133-2019 EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

DATE: May 16, 2025

CONTRACT DATE: June 18, 2024

OWNER: Ector County Independent School District

CONSTRUCTION MANAGER: Teinert Construction

ARCHITECT: PBK

PROJECT: New CTE Center

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:

1. ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1. Guaranteed Maximum Price shall be amended as follows:

In the second sentence after "Contract Sum" insert "as the term is defined in Article 5.1 of the Agreement,"; after "consists" insert "of the total". At the end of the section after "Agreement" insert ", plus the general conditions as that term is defined in Article 6.1.5 of the Agreement."

2. § A.1.1.4 shall be amended to add in the blank line following the section "Only by agreement of Owner's Board of Trustees."

3. § A.1.1.5.2 shall be deleted in its entirety and "N/A" placed in the box below the section.

4. § ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION



§ A.2.1 shall be amended as follows:

Insert "X" in the "Established as follows:" box.

Delete "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." and replace it with the following:

"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."

5. § A.2.3 Substantial Completion

§ A.2.3.1 shall be amended after "Construction Manager shall" to insert "diligently prosecute and".

Add a new paragraph at the end of section as follows:

"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."

6. § A.2.3.3. shall be amended to change Section "6.1.6" to Section "7.3."

7. § A.2.3.4 shall be added as follows:

"A.2.3.4 The Guaranteed Maximum Price is based on the following costs for trench excavation safety protection:"

8. § A.2.3.4 shall be added as follows:

"A.2.3.5 The Guaranteed Maximum Price is based on the following costs for special shoring requirements:"

9. In the signature block at the end of the Agreement add the following signature line:

ATTEST:

By: _____

Title: _____



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

OWNER (*Signature*)

_____ Chris Stanley _____
Printed Name

President, Board of Trustees
Ector County Independent School District

Construction Manager (*Signature*)

_____ Daniel Horton - President _____
Printed Name and Title