Guaranteed Maximum Price Amendment

This Amendment dated the 25th day of September in the year 2024, is incorporated into the accompanying AIA Document A133TM_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 12th day ofJune in the year 2023 (the "Agreement") (In words, indicate day, month, and year.)

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

Calhoun Middle School Demolition, East Building Denton, Texas

THE OWNER:

(Name, legal status, and address) Denton Independent School District 230 N. Mayhill Road Denton, Texas 76208

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

BWC Education Group, LLC 963 S. 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.

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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Hundred Ninety-Eight Thousand Two Hundred Sixty-Six Dollars (\$ 398,266.00), 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.)

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.)

- [X] 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:

Init.

User Notes:

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(Check one of the following b	*	,	
[] Not later than () cale	•	date of commencement of	the Work.
[X] By the following da	te:		
	Substantial Completic	on of the entire Work, the	ract Documents, if portions of the Work Construction Manager shall achieve
Portion of Work N/A		Substantial Completion	n Date
§ A.2.3.3 If the Construction N liquidated damages, if any, sh			on as provided in this Section A.2.3, the Agreement.
ARTICLE A.3 INFORMATION § A.3.1 The Guaranteed Maxi Documents and the following	mum Price and Cont		Amendment are based on the Contract
§ A.3.1.1 The following Suppl	ementary and other	Conditions of the Contract	t:
Document N/A	Title	Date	Pages
§ A.3.1.2 The following Speci (Either list the Specifications		exhibit attached to this Am	nendment.)
N/A			
Section	Title	Date	Pages
§ A.3.1.3 The following Draw (Either list the Drawings here		bit attached to this Amend.	ment.)
N/A			
Number		Title	Date
comprise the Sustainability Pl Sustainability Plan identifies a implementation strategies sele	tainable Objective in lan by title, date and and describes the Su ected to achieve the i ociated with achievin verify achievement o	number of pages, and inc stainable Objective; the to Sustainable Measures; the og the Sustainable Measur f each Sustainable Measu	
Title N/A		Date	Pages
Other identifying information	;		
§ A.3.1.5 Allowances, if any, is (Identify each allowance.)	ncluded in the Guara	anteed Maximum Price:	

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Init.

User Notes:

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Item Price

Reference Attachment A

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

Reference Attachment 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.)

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.

OWNER (Signature)

Denton ISD, Barbara Burns-Board President

(Printed name and title)

September 24, 2024

CONSTRUCTION MANAGER (Signature

Jason A. Crutcher

(Printed name and title)

BWC Education Group

Denton ISD

Calhoun MS - Demoltion Denton TX

Documents Dated Date

Total Bldg. Area

TOTAL SUB LABOR MATERIAL **GMP #1** Project #

	Structure Demolition	***************************************	XXXXXX	XXXXXX	148,400	148,400		148,400.00
	Import Fill/Site Grading		XXXXXX	XXXXXX	XXXXXX	0		0.00
Elizabeth de la company de la			XXXXXX	XXXXX	XXXXXX	0		0.00
26 00 00	ELECTRICAL						12 927 00	
26 00 00	Electrical		XXXXXX	XXXXXX	12,927	12,927		12,927.00
00 00	32 00 00 EXTERIOR IMPROVEMENTS						0	
	Hydromulch	-	XXXXXX	XXXXXX	XXXXXX	0		0.00
	Temp Irrigation		XXXXXX	XXXXXX	XXXXXX	0		0.00
33 00 00	UTILITIES						76.200	
	Existing Utilities Services / Cut & Cap		XXXXXX	XXXXXX	15,000	15,000		0.00
	Old Denton Repair		XXXXXX	XXXXXX	61,200	61,200		00.00
	GENERAL REQUIREMENTS						28,076.00	
	Demolition Permit	By Owner	XXXXX	XXXXXX	XXXXXX	0		
	lce/Water		XXXXXX	XXXXXX	XXXXXX	0		0.00
	Jobsite Signage		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	By Owner	XXXXXX	XXXXXX	XXXXXX	0		0.00
	Temp Toilets		XXXXXX	1,500	XXXXXX	1,500		1,500.00
	Field Office Rental		XXXXXX	XXXXXX	XXXXXX	0		0.00
	Storage Trailer		XXXXXX	XXXXXX	XXXXXX	0		0.00
	Field Office supplies		XXXXX	XXXXX	XXXXX	0		0.00

	Project Superintendent		26,576	XXXXXX	XXXXXX	26,576	92	26,576.00
	Project Manager		XXXXXX	XXXXXX	XXXXXX	de la grapa de calada es esta esta esta de desta de la calada consenimente esta de desenvaria esta de desta de	0	00.00
	Project Engineer		XXXXXX	XXXXXX	XXXXXX		0	0.00
	Asst Superintendent		XXXXXX	XXXXXX	XXXXXX		0	0.00
	Operations Director		XXXXXX	XXXXXX	XXXXXX	AND THE RESERVE AND THE RESERV	0	00'0
	Construction Cleaning		XXXXXX	XXXXXX	XXXXXX			0.00
And the state of t	Final Cleaning		XXXXXX	XXXXXX	XXXXXX		0	0.00
	Dumpsters		XXXXXX	XXXXXX	XXXXXX	The second secon	0	0.00
	Day Labor		XXXXXX	XXXXXX	XXXXXX	Andrewski statistick in the state of the sta		0.00
	Licensed Surveyor		XXXXXX	XXXXXX	XXXXXX	entrette articulativation blumbet municipalities areas femansalates was proposed	0	00'0
	Subsurface Utility Engineering		XXXXXX	XXXXXX	XXXXXX			0.00
	Pre-Build Control		XXXXXX	XXXXXX	XXXXXX			0.00
	Testing		XXXXXX	XXXXXX	XXXXXX	THE TRANSPORTED AND THE ADMINISTRATION OF THE PROPERTY OF THE	0	00.0
	Special Inspections		XXXXXX	XXXXXX	XXXXXX	frakterine fan de de derekent kentanoon, met op de		00.0
	Equipment Rental		XXXXXX	XXXXXX	XXXXXX	NOTE CONTROL VARIABLE		00'0
	Small Tools		XXXXXX	XXXXXX	XXXXXX	Mandrick-reveniend/y interestinantimes/ addrs. statistical etc 4 (5), version -	0	00.0
	Protection of Adjacent Construction		XXXXXX	XXXXXX	XXXXXX	independent in des de l'angeles de la constitue de la constitu		00'0
								Andreith sine and after co. Sin the adding of the full children were removed supported as a second
	Contingency		The second secon				100,000	All Address of the Control of the Co
	Construction Contingency Allowance (Irrigation Fencing)		XXXXXX	100,000	XXXXXX	100,000		
						ier arromanian. Antre in inditerra Aerokoonin wa akainin uu arromania		
	SUBTOTAL		26,576	101,500	237,527	\$ 365,603.00	00 365,603.00	
	GL Insurance	0.81%	XXXXXX	XXXXXX	XXXXXX	\$ 3,078	82	
	Bidrs Risk	0.25%	XXXXXX	XXXXXX	XXXXXX	6	950	
	Sub-Bond	1.0%	XXXXXX	XXXXXX	XXXXXX	3,800	00	
						373,431	31	
	Fee Lump Sum			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		20,000	00	. 2000
	Payment & Performance Bond					4,835	35	***************************************
						398,266	99	
	Precon		XXXXXX	XXXXXX	XXXXXX		0	

Attachment B

Rayzor ES Demolition and Calhoun MS Demolition Denton ISD

Clarifications & Assumptions

DIVISION 01 - GENERAL REQUIREMENTS

- Permit Fees, connection fees, impact fees, franchise utility fees, water meters paid for by DISD
- Temporary Utilities usage bills paid by owner
- Testing provided and paid for by DISD
- Prevailing Wage Rate Determination included as provided by DISD
- BWC excludes waste management plan, waste Reduction Reporting, sorting of refuse/waste and disposal as recyclable materials or salvage of materials other than specific RTU's noted in Demolition Plan
- Contractor retainage will be held at the rate of 5% of the cost of work.
- Subcontractor retainage is held at 5% of the cost of work.
- All unused funds and savings shall be returned to the owner as savings at the end of the project.
- Sales taxes on materials excluded from this project.
- Excludes BIM Services
- Excludes removal of any hazardous materials. Abatement by DISD
- Fees are Lump Sum per GMP