

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the «16» day of «June» 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 «16» day of «June» in the year «2026» (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 EC1SD Roof Bond Package
2 Noel Elementary School, San Jacinto Elementary School, Cameron Elementary School,
Crockett Middle School, and Ector College Prep 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)

«
Edgar Goytia, Vice President
Goytia Enterprises Company
2220 Bassett Ave. El Paso, TX 79901
(915)241-7909 / edgar@goytia.us

WHERE AS, Ector County Independent School District (hereinafter referred to as 'Owner') **and** Goytia Enterprises Company (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 AJA 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;

THEREFORE Owner and Construction hereby agree to the following amendments to the Contract:

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.

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. 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 Fifteen Million Five hundred eighty two Thousand and eighty one Dollars and fifty five cents(\$ 15,582,081.55.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

Noel Elementary School	\$1,916,984
San Jacinto Elementary School	\$1,963,793
Cameron Elementary School	\$2,220,845
Crockett Middle School,	\$3,207,664
Ector College Prep Middle School	\$7,554,402

§ 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 32.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

« See GMP Summary Exhibit B »

§ 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

§ 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)

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.

[« X »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« Day after receipt of Notice to Proceed »

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 1 1 of the AIA document A201-2017.

§ 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: « 5/30/2028 »

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

§ 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, at \$500.00 per day.

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 Contractor’s review of drawings, specifications, design plans, thorough inspection of the Job Site, and its general commercial knowledge related to the Work to be provided pursuant to the Contract Documents.

Other identifying information:

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

Item	Price
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§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based: As noted above, the Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the Contractor’s review of drawings, specifications, design plans, thorough inspection of the Job Site, and its general commercial knowledge related to the Work to be provided pursuant to the Contract Documents.
(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 as necessary to complete the Work in accordance with the Contract Documents.

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

OWNER (Signature)

« Keeley Boyer, Superintendent »
« Ector County Independent School District »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« » Edgar Goytia, Vice-President
« » Goytia Enterprises Company

(Printed name and title)