

# DRAFT AIA® Document A133® - 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the «10th» day of «October» in the year «2025», 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 of «16th» days of «April» in the year «2024» (the "Agreement")  
(In words, indicate day, month, and year.)

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

« Schertz Fire Station No 4 »  
« Wiederstein Rd »

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

« City of Schertz »  
« 1400 Schertz Parkway »  
« Admin Building 2 »  
« Schertz, TX 78154 »

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

« Marksmen General Contractors, LLC »  
«11550 West Interstate 10, Ste 375 »  
«San Antonio, TX 78230 »  
«210-858-3125 »

### 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

### 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 «Nine Million, Seven Hundred Twenty Thousand, Sixty-Three Dollars» (\$ «\$9,720, 063.00»), 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 Attached Marksmen GMP Proposal, Exhibit C, Dated 9.26.25 for the Itemized Statement of the GMP For the purpose of clarity:

- General Conditions will be billed lump sum at a fixed cost each month for the fourteen (14) month duration of the project, with a minimum total cost of \$792,214.00 as calculated on the total GMP cost. GC costs are **not** subject to audit or T&M as they have been substantiated in full. Bonds and Insurance will be broken out of the GC amount to be billed as listed below. Only if the project total time is extended beyond the contractual months qualified in the GMP, for reasons caused by Others and allowable in the Contract, would the GCs be increased.
- Payment and Performance Bonds & Insurances Costs will be billed lump sum, in full, at the fixed costs in the first pay application and remain in full, not to be reduced at the end of the project upon final GMP amount. Only if the GMP goes up will additional Bonds & Insurance costs be captured in those Change Orders accordingly.
- Software will be billed in full in the first month pay application at \$48,602.00, 0.5% of the total GMP, and will remain fixed and is not to be reduced at the end of the project upon final GMP Amount. Only if the GMP goes up will additional Software be captured in those Change Orders accordingly.
- Self-Perform Work is included in the Cost of Work and shall receive the CM fee of 4%. This clause supersedes Section 9.4.5 of the AIA A133-2019 dated April 16, 2024. »

**§ 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	N/A
N/A	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	N/A	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)
See Attached Marksmen GMP Proposal, Exhibit C Dated 9.26.25		

**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.)

« See Attached Marksmen GMP Proposal, Exhibit C »

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.

[  ] By the following date: « See Attached Marksmen GMP Proposal, Exhibit C »

§ 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	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	N/A	N/A	N/A

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

« See Specifications Log Attached Marksmen GMP Proposal, Exhibit C Dated 9.26.25 »

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

« See Attached Drawing Log Marksmen GMP Proposal, Exhibit C Dated 9.26.25 »

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

AIA Document A133 - 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 10:50:39 ET on 12/02/2024 under Order No.2114528141 which expires on 04/22/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

*(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	N/A	N/A

Other identifying information:

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

Item	Price
Owner Contingency	\$100,000.00
CM Construction Contingency	\$281,876.00
Utility Service Allowance	\$80,000.00
Site Miscellaneous	\$20,000.00
Station Alerting	\$25,000.00

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

« See GMP Qualifications & Assumptions in the Attached Marksmen GMP Proposal, Exhibit C Dated 9.26.25 »

**§ 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.)*

« See Attached Marksmen GMP Proposal, Exhibit C Dated 9.26.25 »

**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)*

« Mark W. Baublitz » « President/CEO »  
*(Printed name and title)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

« » « »  
*(Printed name and title)*