AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 26 day of Octoberin 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 20 day of January in the year 2026(the "Agreement")
(In words, indicate day, month, and year.)

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

Polk County Community Recreation Center
Highway 108
Columbus NC 28722

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

Polk County Government
Mr. D. Marche Pittman
PO Box 308
Columbus NC 28722

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

J. M. Cope, Inc.
Gary C. Webb
346 9th St
Hickory, NC 28602
704.940.9405

TABLE OF ARTICLES

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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.

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.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Sixteen Million Two Hundred Thirty-Eight Thousand Three Hundred Sixty-Seven ($ 16,238,367.00), 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.)

PCCRF – Statement of GMP dated October 12, 2026

§ 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
P&P Bonds	$163,237.24
ALT-1 Walking Track	$172,718.74
JMC-2 Site Concrete SOW	$ 73,904.00

§ 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
ALT 2.1 Interior Wall Liner Panel Option 1	$ 8,649.00	November 25, 2026
ALT 2.2 Interior Wall Liner Panel Option 2	$20,678.00	November 25, 2026

§ 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)
GMP#02-1 – Mass Rock Removal	CUYD	$ 80.00
GMP#02-2 – Trench Rock Removal	CUYD	$ 220.00
GMP#02-3 – Unsuitable Soil Removal, Disposal Onsite	CUYD	$ 15.00
GMP#02-4 – Unsuitable Soil Removal, Disposal Offsite	CUYD	$ 30.00
GMP#02-5 – Replacement of Removed Rock or Unsuitable with Offsite Suitable Soils	CUYD	$ 25.00
GMP#02-6 – Replacement of Removed Rock or Unsuitable with ABC Stone	CUYD	$ 92.00
GMP#02-7 – Woven Geotextile Fabric	SQYD	$ 5.00
GMP#02-8 – Biaxial Geogrid	SQYD	$ 6.00
GMP#02-9 – Silt Fence	LNFT	$ 10.00
GMP#02-10 – Sawcut, Remove & Repair Binder Course	SQYD	$ 30.00

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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.)

The date of commencement of the Work shall be the date stated in the Owner's written Notice to Proceed, to be issued promptly after the later of (i) execution of this Amendment and (ii) issuance of permits and approvals required to begin work, but not later than November 30, 2026.

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.)

[X] Not later than Four Hundred Fifty-Seven (457) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 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 6.1.6 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

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§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Exhibit H – Contract Documents Log Dated October 12, 2026

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.)

Exhibit H – Contract Documents Log Dated October 12, 2026

Number	Title	Date

§ 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

Other identifying information:

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

Item	Price
GMP#01-1 – Furnish and Deliver Anchor Bolts, Nuts & Washers required for the PEMB Structure	$8,500.00
GMP#02-1 – Mass Rock Removal	$4,000.00
GMP#02-2 – Trench Rock Removal	$11,000.00
GMP#02-3 – Unsuitable Soil Removal, Disposal Onsite	$7,500.00
GMP#02-4 – Unsuitable Soil Removal, Disposal Offsite	$57,000.00
GMP#02-5 – Replacement of Removed Rock or Unsuitable with Offsite Suitable Soils	$56,250.00
GMP#02-6 – Replacement of Removed Rock or Unsuitable with ABC Stone	$23,000.00
GMP#02-7 – Woven Geotextile Fabric	$2,500.00
GMP#02-8 – Biaxial GeoGrid	
GMP#02-9 – Silt Fence	

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GMP#02-10 – Sawcut, Remove & Repair Binder Course	$3,000.00 $1,000.00
GMP#03 – 1 PEMB Design, AHJ, & Permit Contingency Allowance	$4,500.00
GMP#03 – 2 Civil Design, AHJ & Permit & Permit Contingency Allowance	$25,000.00
GMP#03 – 3 Vertical Construction & Exterior Improvement Design, AHJ, & Permit Reconciliation	$25,000.00
GMP#03 – 4 Subsurface Building Soils	$52,858.00
GMP#03 – 5 Dumpster Screen	$175,000.00
GMP#03 – 6 Gym Mirrors	$7,142.00 $30,000.00

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

Exhibit F – Qualifications dated October 12, 2026

§ 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)*	**CONSTRUCTION MANAGER** *(Signature)*
BY:	BY: Chad Webb, Executive Vice President
(Printed name and title)	*(Printed name and title)*

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Sonya Ayers, Government Unit Finance Officer

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Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:10:31 EST on 11/12/2026.

PAGE 1:

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Sixteen Million Two Hundred Thirty-Eight Thousand Three Hundred Sixty-Seven ($ 16,238,367.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

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704.940.9405

PAGE 2:

PCCRF – Statement of GMP dated October 12, 2026

P&P Bonds

$163,237.24

ALT-1 Walking Track

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JMC-2 Site Concrete SOW

$ 73,904.00

ALT 2.1 Interior Wall Liner Panel Option 1

$ 8,649.00

November 25, 2026

ALT 2.2 Interior Wall Liner Panel Option 2

$20,678.00

November 25, 2026

GMP#02-1 – Mass Rock Removal

CUYD

$ 80.00

GMP#02-2 – Trench Rock Removal

CUYD

$ 220.00

CUYD

$ 15.00

GMP#02-3 – Unsuitable Soil Removal, Disposal Onsite

CUYD

$ 30.00

GMP#02-4 – Unsuitable Soil Removal, Disposal Offsite

CUYD

$ 25.00

GMP#02-5 – Replacement of Removed Rock or Unsuitable with Offsite Suitable Soils

CUYD

$ 92.00

GMP#02-6 – Replacement of Removed Rock or Unsuitable with ABC Stone

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GMP#02-7 – Woven Geotextile Fabric

SQYD

$ 5.00

GMP#02-8 – Biaxial Geogrid

SQYD

$ 6.00

GMP#02-9 – Silt Fence

LNFT

$ 10.00

SQYD

$ 30.00

GMP#02-10 – Sawcut, Remove & Repair Binder Course

PAGE 3:

[X] Established as follows:

The date of commencement of the Work shall be the date stated in the Owner's written Notice to Proceed, to be issued promptly after the later of (i) execution of this Amendment and (ii) issuance of permits and approvals required to begin work, but not later than November 30, 2026.

[X]Not later than Four Hundred Fifty-Seven (457) calendar days from the date of commencement of the Work.

Exhibit H – Contract Documents Log Dated October 12, 2026

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$8,500.00

GMP#01-1 – Furnish and Deliver Anchor Bolts, Nuts & Washers required for the PEMB Structure

GMP#02-1 – Mass Rock Removal

$4,000.00

GMP#02-2 – Trench Rock Removal

$11,000.00

$7,500.00

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GMP#02-3 – Unsuitable Soil Removal, Disposal Onsite

GMP#02-4 – Unsuitable Soil Removal, Disposal Offsite

$57,000.00

GMP#02-5 – Replacement of Removed Rock or Unsuitable with Offsite Suitable Soils

$56,250.00

GMP#02-6 – Replacement of Removed Rock or Unsuitable with ABC Stone

GMP#02-7 – Woven Geotextile Fabric

$23,000.00

GMP#02-8 – Biaxial GeoGrid

GMP#02-9 – Silt Fence

$2,500.00

$3,000.00

GMP#02-10 – Sawcut, Remove & Repair Binder Course

$1,000.00

$4,500.00

GMP#03 – 1 PEMB Design, AHJ, & Permit Contingency Allowance

$25,000.00

GMP#03 – 2 Civil Design, AHJ & Permit & Permit Contingency Allowance

$25,000.00

GMP#03 – 3 Vertical Construction & Exterior Improvement Design, AHJ, & Permit Reconciliation

GMP#03 – 4 Subsurface Building Soils

$52,858.00

GMP#03 – 5 Dumpster Screen

GMP#03 – 6 Gym Mirrors

$175,000.00

$7,142.00

$30,000.00

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Exhibit F – Qualifications dated October 12, 2026

N/A

N/A

BY: Chad Webb, Executive Vice President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:10:31 EST on 11/12/2026 under Order No. 20250127414 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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