

AIA Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 22nd day of January 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 5th 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)

Construction Manager at Risk Services Pre-Construction and Construction Services for a new City Hall for the City of Cartersville, Georgia

10 N. Public Square

Cartersville, Georgia 30120

THE OWNER:

(Name, legal status, and address)

The City of Cartersville

1 N. Erwin Street

Cartersville, Georgia 30120

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Hogan Construction Group, LLC

5075 Avalon Ridge Parkway

Norcross, Georgia 30071

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A.1 GUARANTEED MAXIMUM PRICE

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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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty-One Million Two Hundred Ninety-Nine Thousand Eight Hundred Twenty-One (\$

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.

21,299,821.00), subject to additions and deductions by Change Order as provided in the Contract Documents. All job costs to be reconciled at the completion of construction with 100% of savings to be returned to the owner.

§ 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 Exhibit "C" GMP Estimate

See Exhibit "G" Value Engineering Log

§ 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)
1. Excavate unsuitable soil and dispose of off-site.	CYDS	\$36.00
2. Export Suitable Soil Offsite	CYDS	\$32.00
3. Excavate and spread on site	CYDS	\$12.00
4. Rock hauled off site	CYDS	\$150.00
5. Haul in suitable soil and compact in place	CYDS	\$35.00
6. Haul in and place #57, Surge, GAB	TONS	\$75.00

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.

☒ Established as follows:

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User Notes:

(943084079)

(Insert a date or a means to determine the date of commencement of the Work.)

The date of commencement shall be no more than 30 days following the receipt of a fully executed contract with the owner, and all LDP, demolition and building permits required for construction. The architect will issue a GMP set of documents which shall incorporate all owner accepted value engineering as well as any other details needed for construction within thirty (30) days of the owner's acceptance of the Guaranteed Maximum Price.

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 Four Hundred Ninety (490) calendar days from the date of commencement of the Work. Article 6.1.6 of the AIA A133-2019 shall not be in effect until the 491st day after the date of commencement.

☐ 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
The City Hall	To be Completed within 394 Days from the Date of Commencement
The Existing City Hall Demolition, Park, And CMO Elevator	To be completed within 96 days after substantial completion of the City Hall

§ 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			

§ A.3.1.2 The following Specifications:

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

See Exhibit "E" Document Log

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:

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

See Exhibit "E" Document Log

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

N/A

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: Allowances to be reconciled by The Contractor on a monthly basis and included in the Schedule of Values

(Identify each allowance.)

Item	Price
1. Contractor Contingency	\$772,163.00
2. Relocate existing sculpture	\$5,000.00
3. Shoring at the NE corner	\$100,000.00
4. Parapet Steel	\$14,625.00
5. Tie In at Existing Building	\$25,000.00
6. Smoke Curtains at Elevators	\$30,000.00
7. Fire Curtain Coiling Shutters	\$13,500.00
8. Building Signage	\$54,707.00
9. ERRC Testing	\$5,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

See Exhibit "F" Assumptions and Clarifications

§ 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 Exhibit "D" Billable Rates

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

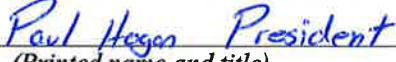
This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)



(Printed name and title)

Init.

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User Notes:

(943084079)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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 13:31:44 ET on 01/22/2026.

PAGE 1

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Cartersville, Georgia 30120

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The City of Cartersville
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Cartersville, Georgia 30120

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Hogan Construction Group, LLC
5075 Avalon Ridge Parkway
Norcross, Georgia 30071

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PAGE 2

See Exhibit "C" GMP Estimate
See Exhibit "G" Value Engineering Log

...

N/A

...

N/A

...

1. <u>Excavate unsuitable soil and dispose of off-site.</u>	<u>CYDS</u>	<u>\$36.00</u>
2. <u>Export Suitable Soil Offsite</u>	<u>CYDS</u>	<u>\$32.00</u>
3. <u>Excavate and spread on site</u>	<u>CYDS</u>	<u>\$12.00</u>
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...

N/A

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See Exhibit "E" Document Log

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See Exhibit "E" Document Log

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N/A

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See Exhibit "D" Billable Rates

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N/A