



# AIA Document A133™ – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the 27th day of September in the year 2022, 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 27th day of September in the year 2022 (the "Agreement")  
*(In words, indicate day, month, and year.)*

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

Billings Logan International Airport Terminal Expansion  
1901 Terminal Circle  
Billings, Montana 59105

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

City of Billings, Montana  
Aviation and Transit Department  
1901 Terminal Circle  
Billings, Montana 59105

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

Sletten Construction Company  
1000 25<sup>th</sup> Street North  
Great Falls, Montana 59403

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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.

Init.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed forty four million eight hundred twenty nine thousand eight hundred sixty five dollars and zero cents (\$ 44,829,865.00 ), 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.)*

Attachment 1 – Sletten Construction Company Proposal #3 dated September 26, 2022 (Skydine TI)

§ 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
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§ 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
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§ 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)
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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.

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:

*(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: July 1<sup>st</sup>, 2023

§ 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.)*

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.)*

Number	Title	Date
1-72	BIL Terminal Expansion Package #3 – Phase 6	Issue Date 4.8.22

§ 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
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Other identifying information:

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

Addenda #1 dated June 1<sup>st</sup>, 2022

Addenda #2 dated August 2<sup>nd</sup>, 2022

**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.)

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

\_\_\_\_\_  
**OWNER** (Signature)

William A. Cole, Mayor  
City of Billings, Montana

\_\_\_\_\_  
(Printed name and title)

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

Cliff Garness, Division Manager  
Sletten Construction Company

\_\_\_\_\_  
(Printed name and title)

Init.

# 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 17:46:11 ET on 11/09/2022.

## PAGE 1

This Amendment dated the 27th day of September in the year 2022, 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 27th day of September in the year 2022 (the "Agreement")

...

Billings Logan International Airport Terminal Expansion  
1901 Terminal Circle  
Billings, Montana 59105

...

*(Name, legal status, and address)*

City of Billings, Montana  
Aviation and Transit Department  
1901 Terminal Circle  
Billings, Montana 59105

...

Sletten Construction Company  
1000 25<sup>th</sup> Street North  
Great Falls, Montana 59403

## PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed forty four million eight hundred twenty nine thousand eight hundred sixty five dollars and zero cents (\$ 44,829,865.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Attachment I – Sletten Construction Company Proposal #3 dated September 26, 2022 (Skydine TI)

...

The date of execution of this Amendment.

## PAGE 3

By the following date: July 1<sup>st</sup>, 2023

...

1-72

BIL Terminal Expansion Issue Date 4.8.22  
Package #3 – Phase 6

**PAGE 4**

Addenda #1 dated June 1<sup>st</sup>, 2022  
Addenda #2 dated August 2<sup>nd</sup>, 2022

...

William A. Cole, Mayor  
City of Billings, Montana

Cliff Garness, Division Manager  
Sletten Construction Company

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Cliff Garness, 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 17:46:11 ET on 11/09/2022 under Order No. 2114374126 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*



**Billings Logan International Airport Expansion Phase 2-5**  
**100% Construction Documents Dated 2/24/2020**  
**GMP #3 revised Date 9/26/2022**  
**Skydine T.I. Improvements - BLIA 9/26/22**

WORK SCOPES		GMP #1 Ph1	Skydine TI-BLIA		GMP #2	GMP #3 TOTAL
DIV. 1 - GENERAL REQUIREMENTS		\$57,494	\$0		\$1,685,801	\$1,743,295
DIV. 2 - DEMO WORK		\$400,000	\$0		\$1,269,186	\$1,669,186
DIV. 3 - CONCRETE		\$80,000	\$0		\$3,099,800	\$3,179,800
DIV. 4 - MASONRY		\$2,000	\$0		\$46,750	\$48,750
DIV. 5 - METALS		\$359,000	\$11,617		\$4,239,810	\$4,610,427
DIV. 6 - CARPENTRY		\$31,876	\$4,930		\$537,670	\$574,476
DIV. 7 - THERMAL & MOISTURE PROTECTION		\$406,558	\$13,477		\$4,256,535	\$4,676,570
DIV. 8 - OPENINGS		\$173,667	\$25,550		\$1,152,979	\$1,352,196
DIV. 9 - FINISHES		\$300,424	\$193,774		\$4,058,848	\$4,553,046
DIV. 10 - SPECIALTIES		\$3,205	\$4,667		\$414,495	\$422,367
DIV. 11 - EQUIPMENT		\$0	\$0		\$15,919	\$15,919
DIV. 12 - FURNISHINGS		\$0	\$0		\$0	\$0
DIV. 14 - CONVEYING EQUIPMENT		\$0	\$0		\$758,900	\$758,900
DIV. 21 - FIRE SUPPRESSION		\$52,296	\$38,720		\$524,064	\$615,080
DIV. 22 - PLUMBING		\$0	\$203,500		\$1,890,900	\$2,094,400
DIV. 23 - HVAC		\$569,866	\$240,840		\$2,289,205	\$3,099,911
DIV. 26 - ELECTRICAL		\$274,416	\$267,881		\$3,683,706	\$4,226,003
DIV. 27 - COMMUNICATIONS		\$0	\$0		\$1,155,989	\$1,155,989
DIV. 28 - ELECTRONIC SECURITY & SAFETY		\$0	\$0		\$179,696	\$179,696
DIV. 31 - EARTHWORK		\$957	\$0		\$1,870,400	\$1,871,357
DIV. 33 - UTILITIES		\$0	\$0		\$607,856	\$607,856
<b>COST OF WORK TOTAL</b>		<b>\$2,711,760</b>	<b>\$1,004,956</b>		<b>\$33,738,508</b>	<b>\$37,455,224</b>
<b>General Conditions (36 months of Construction)</b>		<b>\$348,440</b>	<b>\$82,605</b>		<b>\$3,169,880</b>	<b>\$3,600,925</b>
<b>CGL Insurance</b>		<b>\$13,905</b>	<b>\$4,650</b>		<b>\$166,223</b>	<b>\$184,778</b>
<b>Performance and Payment Bonds (CMGC)</b>		<b>\$17,543</b>	<b>\$5,950</b>		<b>\$210,747</b>	<b>\$234,240</b>
<b>GENERAL CONDITIONS TOTAL</b>		<b>\$379,888</b>	<b>\$93,205</b>		<b>\$3,546,850</b>	<b>\$4,019,943</b>
<b>Builders Risk Insurance (By Owner)</b>		<b>\$0</b>	<b>\$1,150</b>		<b>\$0</b>	<b>\$1,150</b>
<b>CMGC Contingency</b>		<b>\$154,582</b>	<b>\$0</b>	<b>4.5%</b>	<b>\$1,677,841</b>	<b>\$1,832,423</b>
<b>CMGC Fee</b>		<b>\$113,618</b>	<b>\$32,395</b>	<b>3.5%</b>	<b>\$1,363,712</b>	<b>\$1,509,725</b>
<b>GRT</b>	<b>1.0%</b>	<b>\$0</b>	<b>\$11,400</b>		<b>\$0</b>	<b>\$11,400</b>
<b>CONSTRUCTION GMP #2</b>		<b>\$3,359,848</b>	<b>\$1,143,106</b>		<b>\$40,326,911</b>	<b>\$44,829,865</b>
<b>PHASE II - V TOTAL</b>						<b>\$40,326,911</b>
<b>PHASE I TOTAL</b>						<b>\$3,359,848</b>
<b>Skydine T.I. Improvements - BLIA</b>						<b>\$1,143,106</b>
<b>PHASE I - V TOTAL (NEW GRAND TOTAL)</b>						<b>\$44,829,865</b>
<b>ALLOWANCES INCLUDED IN ABOVE TOTALS</b>						
DIV 01 - Temporary Bldg Heat						\$134,400
DIV 01 - General Snow Removal						\$36,600
DIV 02 - Asbestos Removal and Testing						\$100,000
DIV 02 - Selective Demo						\$360,112
DIV 03 - Cold Weather Concrete						\$174,800
DIV 09 - Intumescent Painting						\$10,000
DIV 10 - Lobby Feature and Benches						\$75,981
DIV 13 - Kitchen Equipment (skydine)		not included				\$0
DIV 31 - Excavation and Utility						\$400,000
DIV 31 - Ground Thaw Heating for Subgrade Prep						\$50,000
<b>TOTAL ALLOWANCES INCLUDED IN ABOVE</b>						<b>\$1,341,893</b>





Skydine T.I. Improvements - BLIA	Sletten Construction
PERMIT DRAWINGS PROPOSAL	
Billings, MT	9/26/2022
Permit Set Dated 4/28/22 Addendum 1 Dated 6/1/22 Addendum 2 Dated 8/2/22 Pre-TSA Restaurant Removed Dated 9/26	
BUDGET WORK SCOPES	9/26 No Pre-TSA
DIV. 1 - GENERAL REQUIREMENTS	\$0
DIV. 2 - DEMO WORK	\$0
DIV. 3 - CONCRETE	\$0
DIV. 4 - MASONRY	\$0
DIV. 5 - METALS	\$11,617
DIV. 6 - CARPENTRY	\$4,930
DIV. 7 - THERMAL & MOISTURE PROTECTION	\$13,477
DIV. 8 - OPENINGS	\$25,550
DIV. 9 - FINISHES	\$193,774
DIV. 10 - SPECIALTIES	\$4,667
DIV. 11 - EQUIPMENT	\$0
DIV. 12 - FURNISHINGS	\$0
DIV. 13 - SPECIAL CONSTRUCTION	\$0
DIV. 14 - ELEVATOR	\$0
DIV. 21 - FIRE SUPPRESSION	\$38,720
DIV. 22 - PLUMBING	\$203,500
DIV. 23 - HVAC	\$240,840
DIV. 26 - ELECTRICAL	\$267,881
DIV. 27 - COMMUNICATIONS	\$0
DIV. 28 - ELECTRONIC SECURITY & SAFETY	\$0
DIV. 31 - EARTHWORK	\$0
DIV. 32 - EXTERIOR IMPROVEMENTS	\$0
DIV. 33 - UTILITIES	\$0
<b>COST OF WORK</b>	<b>\$1,004,956</b>
General Conditions	\$82,605
CGL Insurance	\$4,650
Builders Risk Insurance	\$1,150
Performance and Payment Bond Rate	\$5,950
1% GRT	\$11,400
<b>SUBTOTAL w/ GC's</b>	<b>\$1,110,711</b>
Contingency	0% \$0
<b>SUBTOTAL</b>	<b>\$1,110,711</b>
Fee	\$32,395
<b>CONSTRUCTION BUDGET TOTAL</b>	<b>\$1,143,106</b>
FFE (by owner)	\$0
Commissioning (by owner)	\$0
Building Permit (by owner)	\$0
Construction Materials Testing/Inspections (by owner)	\$0
Furnish & Install Kitchen Equipment (by tenant)	\$0
<b>ADDITIONAL COSTS TOTAL</b>	<b>\$0</b>
<b>PROJECT TOTAL</b>	<b>\$1,143,106</b>

