



# AIA® Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> City of Billings Law and Justice Center / City Hall Remodel 316 N. 26 <sup>th</sup> Street Billings, Montana	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: April 19, 2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 2  Date: May 8, 2023
<b>OWNER:</b> <i>(Name and address)</i> City of Billings P.O. Box 1178 Billings MT 59103	<b>ARCHITECT:</b> <i>(Name and address)</i> Johnson Laffen Galloway Architects, Ltd 416 E. Main Ave. Bismarck, ND 58501	<b>CONTRACTOR:</b> <i>(Name and address)</i> Dick Anderson Construction P.O. Box 31511 Billings, MT 59107

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Delete the executed GMP Amendment Exhibit A dated 12/1/2022 and replace with the attached revised executed Exhibit A - Guaranteed Maximum Price Amendment with attachments. (Adds the work of Bid Pack 2 including Alternates No.2 and 5). Add the work of PCCO-2 (ASI-1 through ASI-4, ASI-6 (shoring steel) and Aluminum Canopy), See attached documents.

The original Guaranteed Maximum Price was	\$ 2,209,299.00
The net change by previously authorized Change Orders	\$ 186,924.93
The Guaranteed Maximum Price prior to this Change Order was	\$ 2,396,223.93
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 19,823,910.07
The new Guaranteed Maximum Price including this Change Order will be	\$ 22,220,134.00

The Contract Time will be unchanged by ( ) days.  
The new date of Substantial Completion will be August 31, 2024

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Johnson Laffen Galloway Architects, Ltd <b>ARCHITECT</b> <i>(Firm name)</i>	Dick Anderson Construction <b>CONTRACTOR</b> <i>(Firm name)</i>	City of Billings <b>OWNER</b> <i>(Firm name)</i>
_____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>
Nick Lippert, Project Manager <b>PRINTED NAME AND TITLE</b>	Kevin Hintt, Vice President-Billings <b>PRINTED NAME AND TITLE</b>	William A. Cole, Mayor <b>PRINTED NAME AND TITLE</b>
_____ <b>DATE</b>	_____ <b>DATE</b>	_____ <b>DATE</b>

# Change Order Number 2 - Summary

<b>ITEM</b>		<b>COST</b>	<b>NOTES:</b>
Attached, revised A133 Amendment Exhibit A incorporating the following:			
1	\$	19,559,613.00	Bid Package #2 per attached DAC Master Estimate (with allowances listed)
2	\$	49,090.00	Add work of Alternate No. 2: Add interior rain leader piping for future installation of overflow roof drains.
3	\$	30,152.00	Add work of Alternate No. 5: Add increased gas piping size.
4	\$	185,055.07	Add the work of ASI-1 through 4, ASI-6 for additional steel required for shoring, and recreation of original aluminum canopy grille at main entrance.
Change Order No. 2 Total: \$		<b>19,823,910.07</b>	



# AIA Document A133<sup>®</sup> – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated \_\_\_\_\_, is incorporated into the accompanying AIA Document A133<sup>™</sup>–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 Nineteenth day of March in the year 2022 (the "Agreement")  
*(In words, indicate day, month, and year.)*

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

City of Billings Law and Justice Center / City Hall Remodel  
316 North 26<sup>th</sup> Street, Billings, Montana

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

City of Billings  
P.O. Box 1178  
Billings, MT 59103

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

Dick Anderson Construction, Inc.  
P.O. Box 31511  
Billings, MT 59107

### 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 Twenty Two Million, Two Hundred Twenty Thousand, One Hundred Thirty Four Dollars (\$ 22,220,134.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

### 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<sup>™</sup>–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.

**§ 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.)*

Refer to attached Exhibit 1

**§ 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
No. 2: add interior rain leader piping	\$49,090.00
No. 5: add increased gas piping size.	\$30,152.00

**§ 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
See attached Exhibit 1		See Exhibit 1

**§ 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)
none		

**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.)*

November 28, 2022

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.)*

Init.

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: August 31, 2024, provided material and equipment components are delivered and ready for installation by all suppliers by dates required by the Construction Manager's schedule. These include but are not limited to: (i) electrical panels and gear by April 1, 2024; and (ii) air handling units by January 6, 2024. In the event any materials or equipment are not delivered and ready for installation by dates required by the Construction Manager's schedule for any reason beyond the reasonable control of the Construction Manager, the Contract Time will be adjusted according to the actual delivery dates through the Change Order process. The Construction Manager shall report to the Owner monthly on the delivery status of materials and equipment components subject to this provision.

§ 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
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§ 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.)*

See Exhibit 2 – Project Manual Table of Contents

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 3 – Index of Contract Drawings

Number	Title	Date
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§ 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
See Exhibit 1	

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

See Exhibit 1

§ 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.)

Bid Pack 1, dated 9/23/22  
Bid Pack 1, Addendum No. 1, dated 10/07/2022  
Bid Pack 1, Addendum No. 2, dated 10/19/2022  
Change Order No. 1, dated 5/8/2023  
ASI-1 through ASI-4, ASI-6 (shoring steel), Aluminum Canopy per A304  
Bid Pack 2, dated 03/17/2023  
Bid Pack 2, Addendum No. 1, dated 03/17/2023  
Bid Pack 2, Addendum No. 2, dated 03/22/2023  
Bid Pack 2, Addendum No. 3, dated 03/29/2023  
Bid Pack 2, Addendum No. 4, dated 04/06/2023  
See Exhibit 4 (previous GMP amendment dated 12/01/2022)  
General Conditions of the Contract for Construction A201-2017, dated 05/22/2023.

**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.)

See Exhibit 5 – Project Directory

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

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

William A. Cole                      Mayor  
\_\_\_\_\_  
(Printed name and title)

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

Kevin Hintt                      Vice President – Billings  
\_\_\_\_\_  
(Printed name and title)

	Description	Quantity	Unit	Price	Amount	
					Dollars	Cents
	01-0 General Conditions (Page 2)				889,520	00
	01-1 Final Cleaning (Page 2)				36,400	00
	03-1 Cast-in-Place Concrete (Page 2)				20,896	00
	04-1 Masonry (Page 2)				32,440	00
	05-1 Struct Steel Fab (Page 2)				0	00
	06-1 Misc. Carpentry (Page 2)				638,265	00
	07-1 Thermal Insulation (Page 2)				129,750	00
	07-4 Applied Fire Protection (Page 2)				33,000	00
	08-1 Doors & Hardware (Page 2)				713,754	00
	08-2 Aluminum-Framed Systems (Page 2)				531,999	25
	08-3 Overhead/Specialty Doors (Page 2)				51,774	00
	09-1 Metal Stud Framing & Gypsum Board Assemblies (Page 2)				1,586,140	00
	09-3 Flooring & Tile (Page 2)				1,243,051	32
	09-4 Susp Ceilings & Ac Treatments (Page 2)				591,117	50
	09-5 Painting & Wall Covering (Page 2)				225,000	00
	09-6 Wall Coverings (Page 2)				52,307	00
	10-1 Specialties (Page 3)				255,545	00
	10-4 Folding Panel Partitions (Page 3)				19,754	00
	12-1 Cabinets & Countertops (Page 3)				558,859	00
	12-2 Custom Wood Finishes (Page 3)				1,021,800	00
	12-3 Window Treatments (Page 3)				96,617	00
	21-1 Fire Sprinkler (Page 3)				427,499	00
	22-1 Plumbing (Page 3)				1,521,341	00
	23-1 HVAC (Page 3)				2,816,289	00
	26-1 Electrical (Page 3)				3,393,998	00
	31-1 Sitework (Page 3)				38,914	00
	32-1 Landscape (Page 3)				71,000	00
	<b>Subtotal</b>				<b>16,997,031</b>	<b>00</b>
	Insurance: Builder's Risk BY OWNER				0	00
	Insurance: OCP NOT REQUIRED				0	00
	Insurance: General Liability 0.800%				135,976	00
	ALLOWANCE: Fire Proofing Patch at Steel Structure				20,000	00
	ALLOWANCE: Fire Proofing existing rated walls				5,000	00
	ALLOWANCE: Seal cracks in existing foundation				10,000	00
	ALLOWANCE: Building Signage & Monument Signs				200,000	00
	ALLOWANCE: Re-install Art Panels				20,000	00
	ALLOWANCE: Exterior soffit repairs				20,000	00
	ALLOWANCE: Wall patching at material lift openings				8,000	00
	ALLOWANCE: Concrete Patching(RFI #8)				15,000	00
	ALLOWANCE: Sidewalk Repair/Patching				7,500	00
	ALLOWANCE: Elevator Cab Stainless Steel				50,000	00
	ALLOWANCE: Art installation coordination				50,000	00
	ALLOWANCE: Floor leveling				10,000	00
	ALLOWANCE: Winter Conditions & Snow Removal				20,000	00
	ALLOWANCE: Move existing City Sculpture				15,000	00
	ALLOWANCE: Commissioning				35,000	00
	Construction Contingency 5.000%				856,650	00
	Bond: Payment & Performance				99,440	00
	Margin: GC on bid (main Contract) 4.250%				789,420	00
	Montana 1% GRT 1.000%				195,596	00
	<b>Estimate Total</b>				<b>19,559,613</b>	<b>00</b>